

INVITATION FOR BIDS



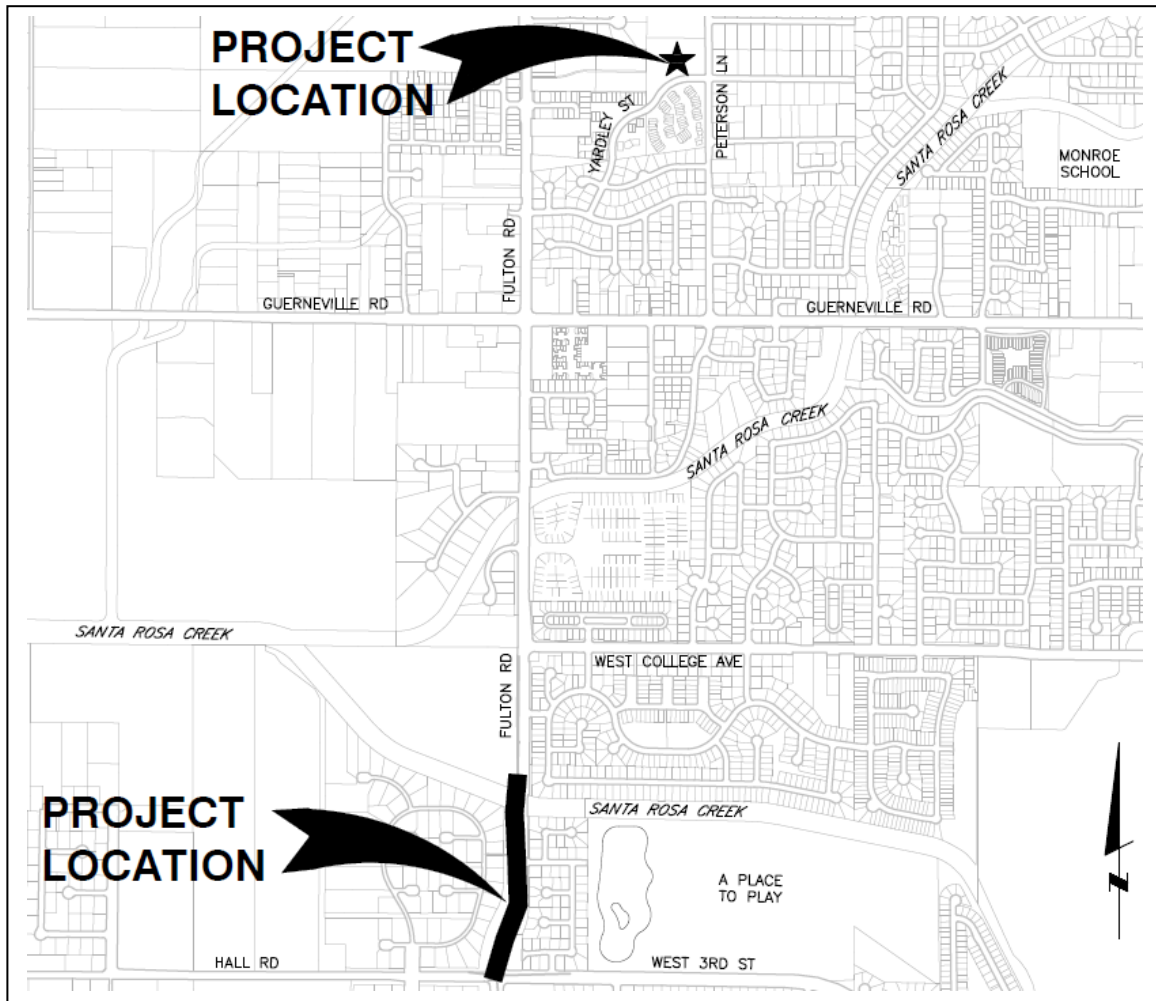
FOR CONSTRUCTION OF

Fulton Rd Sewer Main Improvements
West 3rd St to Santa Rosa Creek

CITY CONTRACT NUMBER
C02117

ISSUED BY
CAPITAL PROJECTS ENGINEERING DIVISION
CITY OF SANTA ROSA, CALIFORNIA

2025



LOCATION MAP

City of Santa Rosa

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Notice Inviting Bids

1. **Bid Submission.** City of Santa Rosa ("City") will accept sealed bids for its Fulton Rd Sewer Main Improvements West 3rd St to Santa Rosa Creek Project, Contract No. C02117 ("Project"), **before April 24, 2026, at 10:00 a.m.**, at its Transportation and Public Works office, located at 69 Stony Circle, Santa Rosa, California, at which time the bids will be publicly opened and read aloud.
2. **Project Information.**
 - 2.1 **Location and Description.** The Project is located along Fulton Road from West 3rd Street to Santa Rosa Creek with most work within easements across parcels 034-110-066 (Sequoia Park Associates), 034-110-078 (Sonoma County Water Agency) and 035-590-072 (Countryside North Owner's Association), and is described as follows: Install approximately 650 feet of 8 inch diameter sewer main from an existing manhole on the west side of Fulton Road just north of Santa Rosa Creek, under Santa Rosa Creek west of the Fulton Road bridge, to a proposed manhole on an existing sewer main located within an easement that serves the Countryside subdivision of approximately 60 homes. Abandonment of an existing 18-inch diameter ACP, including a section under Santa Rosa Creek that has a collapsing liner, abandonment and/or removal of existing sewer components, and abandonment of an existing trunk sewer overflow.
 - 2.2 **Time for Final Completion.** The Project must be fully completed within 170 Working Days from the start date set forth in the Notice to Proceed. The City anticipates that a Notice to Proceed will be issued on or about July 2026. This date is provided solely for convenience and is neither certain nor binding.
3. **License and Registration Requirements.**
 - 3.1 **License.** This Project requires a valid California contractor's license for the following classification(s): A.
 - 3.2 **DIR Registration.** City may not accept a Bid Proposal from, or enter into the Contract with, a bidder without proof that the bidder is registered with the California Department of Industrial Relations ("DIR") to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
4. **Contract Documents.** The plans, specifications, bid forms and contract documents for the Project, and any addenda thereto ("Contract Documents") may be downloaded from the City's PlanetBids portal, which may be accessed by selecting the "Bid/Proposal Opportunities" link on the City's website at <https://www.srcity.org/165/Bids-Proposals>. A printed copy of the Contract Documents is not available.
5. **Bid Security.** The Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's or certified check made payable to City, or a bid bond executed by a surety licensed to do business in the State of California on the Bid Bond form included with the Contract Documents. The bid security must guarantee that within ten days after City issues the Notice of Award, the successful bidder will execute the Contract and submit the payment and performance bonds, insurance certificates and endorsements, valid Certificates of Reported Compliance as required under the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), if applicable, and any other submittals required by the Contract Documents and as specified in the Notice of Award.

6. Prevailing Wage Requirements.

6.1 General. Pursuant to California Labor Code § 1720 et seq., this Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

6.2 Rates. The prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

6.3 Compliance. The Contract will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.

7. Performance and Payment Bonds. The successful bidder will be required to provide performance and payment bonds, each for 100% of the Contract Price, as further specified in the Contract Documents.

8. Substitution of Securities. Substitution of appropriate securities in lieu of retention amounts from progress payments is permitted under Public Contract Code § 22300.

9. Subcontractor List. Each Subcontractor must be registered with the DIR to perform work on public projects. Each bidder must submit a completed Subcontractor List form with its Bid Proposal, including the name, location of the place of business, California contractor license number, DIR registration number, and portion of the Work to be performed for each Subcontractor that will perform Work or service, or fabricate and install Work, for the prime contractor in excess of one-half of 1% of the bid price, using the Subcontractor List form included with the Contract Documents.

10. Bidders' Conference. A bidders' conference will be held on April 15, 2026 at 10:00 a.m. via Zoom: <https://srcity-org.zoom.us/j/83748125471> to acquaint all prospective bidders with the Contract Documents and the Project site. The bidders' conference is not mandatory.

11. Instructions to Bidders. All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal. The definitions provided in Article 1 of the General Conditions apply to all of the Contract Documents, as defined therein, including this Notice Inviting Bids.

By: Tracy Duenas Date: 04/07/2026
Tracy Duenas (Apr 7, 2026 10:12:47 PDT)

Tracy Duenas, Supervising Engineer

Publication Date: April 9, 2026

END OF NOTICE INVITING BIDS

Instructions to Bidders

Each Bid Proposal submitted to the City of Santa Rosa ("City") for its Fulton Rd Sewer Main Improvements West 3rd St to Santa Rosa Creek Project, Contract No. C02117 ("Project") must be submitted in accordance with the following instructions and requirements:

1. Bid Submission.

- 1.1 General.** Each Bid Proposal must be completed, using the form provided in the Contract Documents, signed, and submitted to City in a sealed envelope, with all required forms and attachments, before the deadline set forth in Section 1 of the Notice Inviting Bids, or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions (i.e., submissions at or after the exact hour of bid opening) will be returned unopened. The official time clock for accepting bids will be an electric date and time stamping clock located, and available for inspection during normal business hours upon request, at the front public counter in the Transportation and Public Work Department office, 69 Stony Circle, Santa Rosa, CA 95401. City reserves the right to postpone the date or time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from City. The bid price(s) must include all costs to perform the Work as specified, including all labor, materials, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.
- 1.2 Vendor Registration.** To participate in the bidding process, each bidder must register as a vendor on PlanetBids, download the Contract Documents, and add itself to the "Prospective Bidders" list for the Project. If City issues an addendum, each bidder must log in to PlanetBids and acknowledge the addendum prior to the bid deadline. (See Section 8, below.)
- 1.3 Bid Envelope.** The sealed envelope containing the Bid Proposal and all required forms and attachments must be clearly labeled and addressed as follows:

BID PROPOSAL:

Fulton Rd Sewer Main Improvements
West 3rd St to Santa Rosa Creek Project
Contract No. C02117

Transportation and Public Works Department
69 Stony Circle
Santa Rosa, California 95401
Attn: Landon Lochrie

The envelope must also be clearly labeled, as follows, with the bidder's name, address, and its registration number with the California Department of Industrial Relations ("DIR") for bidding on public works contracts (Labor Code §§ 1725.5 and 1771.1):

[Contractor company name]
[street address]
[city, state, zip code]
DIR Registration No: _____

- 1.4 DIR Registration.** Subject to limited legal exceptions for joint venture bids and federally-funded projects, City may not accept a Bid Proposal from a bidder without proof that the bidder is registered with the DIR to perform public work under Labor Code § 1725.5. If City

is unable to confirm that the bidder is currently registered with the DIR, City may disqualify the bidder and return its bid unopened. (Labor Code §§ 1725.5 and 1771.1(a).)

- 1.5 Bid Tabulation.** To access the bid tabulation when available, visit the PlanetBids portal or the Project-specific website, available at cippublic.srcity.org/CiPList.html.
- 2. Bid Proposal Form and Enclosures.** Each Bid Proposal must be completed legibly using the Bid Proposal form included with the Contract Documents. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder's authorized representative. A Bid Proposal submitted with exceptions or terms such as "negotiable," "will negotiate," or similar, will be considered nonresponsive. Each Bid Proposal must be accompanied by bid security, as set forth in Section 4 below, and by a completed Bid Schedule, Subcontractor List, and Noncollusion Declaration using the forms included with the Contract Documents, and any additional forms required by the Notice Inviting Bids or Instructions to Bidders.
- 3. Authorization and Execution.** Each Bid Proposal must be signed by the bidder's authorized representative. A Bid Proposal submitted by a partnership must be signed in the partnership name by a general partner with authority to bind the partnership. A Bid Proposal submitted by a corporation must be signed with the legal name of the corporation, followed by the signature and title of two officers of the corporation with full authority to bind the corporation to the terms of the Bid Proposal under California Corporations Code § 313 or as otherwise authorized by law.
- 4. Bid Security.** Each Bid Proposal must be accompanied by bid security of ten percent of the maximum bid amount, in the form of a cashier's check or certified check, made payable to the City, or bid bond using the form included in the Contract Documents and executed by a surety licensed to do business in the State of California. The bid security must guarantee that, within ten days after issuance of the Notice of Award, the bidder will: execute and submit the enclosed Contract for the bid price; submit payment and performance bonds for 100% of the maximum Contract Price; submit the insurance certificates and endorsements; and submit valid Certificates of Reported Compliance as required by the Off-Road Regulation, if applicable, and any other submittals, if any, required by the Contract Documents or the Notice of Award.
- 5. Requests for Information.** Questions or requests for clarifications regarding the Project, the bid procedures, or any of the Contract Documents must be submitted in writing to City via the PlanetBids portal. Oral responses are not authorized and are not binding on the City. Bidders should submit any such written inquiries at least five Working Days before the scheduled bid opening. Questions received any later might not be addressed before the bid deadline. An interpretation or clarification by City in response to a written inquiry will be issued in an addendum.
- 6. Pre-Bid Investigation.**
- 6.1 General.** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions prior to submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter property owned or leased by the City or the Project site without prior written authorization from City.
- 6.2 Document Review.** Each bidder is responsible for review of the Contract Documents and any informational documents provided "For Reference Only," e.g., as-builts, technical reports, test data, and the like. A bidder is responsible for notifying City of any errors, omissions, inconsistencies, or conflicts it discovers in the Contract Documents, acting solely in its capacity as a contractor and subject to the limitations of Public Contract Code §

1104. Notification of any such errors, omissions, inconsistencies, or conflicts must be submitted in writing to the City no later than five Working Days before the scheduled bid opening. (See Section 5, above.) City expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by City.

- 6.3 Project Site.** Questions regarding the availability of soil test data, water table elevations, and the like should be submitted to the City in writing, as specified in Section 5, above. Any subsurface exploration at the Project site must be done at the bidder's expense, but only with prior written authorization from City. All soil data and analyses available for inspection or provided in the Contract Documents apply only to the test hole locations. Any water table elevation indicated by a soil test report existed on the date the test hole was drilled. The bidder is responsible for determining and allowing for any differing soil or water table conditions during construction. Because groundwater levels may fluctuate, difference(s) in elevation between ground water shown in soil boring logs and ground water actually encountered during construction will not be considered changed Project site conditions. Actual locations and depths must be determined by bidder's field investigation. The bidder may request access to underlying or background information on the Project site in City's possession that is necessary for the bidder to form its own conclusions, including, if available, record drawings or other documents indicating the location of subsurface lines, utilities, or other structures.
- 6.4 Utility Company Standards.** The Project must be completed in a manner that satisfies the standards and requirements of any affected utility companies or agencies (collectively, "utility owners"). The successful bidder may be required by the third party utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the affected third party utility owners about their requirements before submitting a Bid Proposal.
- 7. Bidders Interested in More Than One Bid.** No person, firm, or corporation may submit or be a party to more than one Bid Proposal unless alternate bids are specifically called for. However, a person, firm, or corporation that has submitted a subcontract proposal or quote to a bidder may submit subcontract proposals or quotes to other bidders.
- 8. Addenda.** Subject to the limitations of Public Contract Code § 4104.5, City reserves the right to issue addenda prior to bid time. Any addenda issued prior to the bid opening are part of the Contract Documents. Bidders should check City's PlanetBids portal periodically for any addenda or updates on the Project, which may be accessed via City's website at: <https://www.srcity.org/165/Bids-Proposals>. Each bidder is solely responsible for ensuring it has received and reviewed all addenda prior to submitting its bid and must acknowledge each addendum in the PlanetBids portal.
- 9. Brand Designations and "Or Equal" Substitutions.** Any specification designating a material, product, thing, or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate quality and type of item desired, and bidders may request use of any equal material, product, thing, or service. All data substantiating the proposed substitute as an equal item must be submitted with the written request for substitution. A request for substitution must be submitted within 35 days after Notice of Award unless otherwise provided in the Contract Documents. This provision does not apply to materials, products, things, or services that may lawfully be designated by a specific brand or trade name under Public Contract Code § 3400(c).
- 10. Bid Protest.** Any bid protest against another bidder must be submitted in writing and received by City at the Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, California 95401, or sent via email at llochrie@srcity.org before 5:00 p.m. no later than two Working Days following bid opening ("Bid Protest Deadline") and must comply with the following requirements:

- 10.1 General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. For purposes of this Section 10, a “Working Day” means a day that City is open for normal business, and excludes weekends and holidays observed by City. Pursuant to Public Contract Code § 4104, inadvertent omission of a Subcontractor’s DIR registration number on the Subcontractor List form is not grounds for a bid protest, provided it is corrected within 24 hours of the bid opening or as otherwise provided under Labor Code § 1771.1(b).
- 10.2 Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and must include all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the *specific* portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the protesting bidder and any person submitting the protest on behalf of or as an authorized representative of the protesting bidder.
- 10.3 Copy to Protested Bidder.** Upon submission of its bid protest to City, the protesting bidder must also concurrently transmit the protest and all supporting documents to the protested bidder, and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest, by email or hand delivery to ensure delivery before the Bid Protest Deadline.
- 10.4 Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two Working Days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must attach all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person responding on behalf of or representing the protested bidder if different from the protested bidder.
- 10.5 Copy to Protesting Bidder.** Upon submission of its response to the bid protest to the City, the protested bidder must also concurrently transmit by email or hand delivery, by or before the Response Deadline, a copy of its response and all supporting documents to the protesting bidder and to any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 10.6 Exclusive Remedy.** The procedure and time limits set forth in this Section are mandatory and are the bidder’s sole and exclusive remedy in the event of a bid protest. A bidder’s failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- 10.7 Right to Award.** City reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit, to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a Notice to Proceed with the Work notwithstanding any pending or continuing challenge to its determination.
- 11. Reservation of Rights.** Subject to the provisions of its charter and the Santa Rosa City Code (“City Code”), City reserves the unfettered right, acting in its sole discretion, to waive or to decline to waive any immaterial bid irregularities; to accept or reject any or all bids; to cancel or reschedule the bid; to postpone or abandon the Project entirely; or to perform all or part of the Work with its own forces. The Contract will be awarded, if at all, within 90 days after opening of bids or as

otherwise specified in the Special Conditions, to the responsible bidder that submitted the lowest responsive bid. Any planned start date for the Project represents the City's expectations at the time the Notice Inviting Bids was first issued. City is not bound to issue a Notice to Proceed by or before such planned start date, and it reserves the right to issue the Notice to Proceed when the City determines, in its sole discretion, the appropriate time for commencing the Work. The City expressly disclaims responsibility for any assumptions a bidder might draw from the presence or absence of information provided by the City in any form. Each bidder is solely responsible for its costs to prepare and submit a bid, including site investigation costs.

12. **Bonds.** Within ten calendar days following issuance of the Notice of Award, the successful bidder must submit payment and performance bonds to City as specified in the Contract Documents using the bond forms included in the Contract Documents. All required bonds must be calculated on the maximum total Contract Price as awarded, including additive alternates, if applicable.
13. **License(s) and Certificate(s).** The successful bidder and its Subcontractor(s) must possess the California contractor's license(s) in the classification(s) required by law to perform the Work. The successful bidder must also obtain a City business tax certificate, issued pursuant to Chapter 6.04 of the City Code, within ten days following issuance of the Notice of Award and before performing any Work on the Project. Subcontractors must also obtain a City business tax certificate before performing any Work.
14. **Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code §§ 1777.1 or 1777.7 is prohibited from performing work on the Project.
15. **Safety Orders.** If the Project includes construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, each bid must include a bid item for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which comply with safety orders as required by Labor Code § 6707.
16. **In-Use Off-Road Diesel-Fueled Fleets.** If the Project involves the use of vehicles subject to the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), then within ten calendar days following City's issuance of the Notice of Award, the successful bidder must submit to City valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, in accordance with the Off-Road Regulation, unless exempt under the Off-Road Regulation.
17. **Community Workforce Agreement.** If checked below, the Project is subject to the City's Community Workforce Agreement ("CWA") and the successful bidder must comply with the requirements therein.

Select One:

- ☒ This Project is subject to the City's CWA, which is available on the City's website at <https://www.srcity.org/165/Bids-Proposals> and incorporated herein by reference. Within three Working Days following a request from City, the apparent low bidder must submit to City an executed Appendix A, Contractor Agreement to be Bound, using the form provided with the Contract Documents. Each bidder must provide a copy of the CWA to its Subcontractors, and the successful bidder and its Subcontractors must comply with the CWA. Entering into the CWA is a condition of award of the Contract for the Project.
- ☐ This Project is not subject to the City's CWA.

18. **Bid Schedule.** Each bidder must complete the Bid Schedule form with unit prices as indicated, and submit the completed Bid Schedule with its Bid Proposal.

- 18.1 Incorrect Totals.** In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount as the product of the estimated quantity and the unit cost. In the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid, and the amount entered as the base bid on the Bid Proposal form, the actual total of the itemized or unit prices shown on the Bid Schedule for the base bid will be deemed the base bid price. Likewise, in the event of a discrepancy between the actual total of the itemized or unit prices shown on the Bid Schedule for any bid alternate, and the amount entered for the alternate on the Bid Proposal form, the actual total of the itemized prices shown on the Bid Schedule for that alternate will be deemed the alternate price. Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code § 5100 et seq.
- 18.2 Estimated Quantities.** Unless identified as a “Final Pay Quantity,” the quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted to reflect the actual quantities required for the Work based on the itemized or unit prices provided in the Bid Schedule, with no allowance for anticipated profit for quantities that are deleted or decreased, and no increase in the unit price, and without regard to the percentage increase or decrease of the estimated quantity and the actual quantity. For any quantity that the Bid Schedule identifies a Final Pay Quantity, there will be no adjustment to the Contract Price if the actual quantity required to perform the Work is greater or less than the estimated amount.
- 18.3 Bid Item Description.** The descriptions of bid items in the Specifications are not intended as exclusive descriptions of the Work. Each bidder must determine, and include in its unit pricing, all things necessary and incidental for the timely performance and completion of the Work as specified in the Contract Documents, including, but not limited to, all necessary labor, materials, supplies, tools, equipment, transportation, facilities, and utilities, unless otherwise specified.
- 18.4 Groundwater Management Allowance.** All groundwater management work will be done on a time and material basis and will be recorded daily on report sheets prepared by Contractor and signed by both the Engineer and Contractor. Such reports shall thereafter be considered the true record of time and material groundwater management work performed during the Project. Such reports shall be furnished to the Engineer and a copy retained by Contractor.

All extensions of labor, equipment, and material costs shall be completed by Contractor and submitted to the Engineer within 30 days of the completion of the groundwater management work. Costs may include markup as described in Section 6.3(C) of the General Conditions. Completed and extended groundwater management time and material work reports received later than the times herein prescribed may be deemed invalid and rejected without payment at the discretion of the Engineer.

- 19. Withdrawal.** A Bid Proposal may not be withdrawn for a period of 90 days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code § 5100 et seq. In the event that a bid includes a material error, the bidder may request to withdraw its bid in accordance with Public Contract Code § 5100 et seq. The written request must establish the elements set forth in Public Contract Code § 5103.

- 20. Subcontractor Work Limits.** The prime contractor must perform at least 30% of the Work on the Project, calculated as a percentage of the base bid price, with its own forces, except for any Work identified as "Specialty Work" in the Contract Documents. The total bid amount for any such Specialty Work, as shown on the Bid Schedule, may be deducted from the base bid price before computing the 30% self-performance requirement. The remaining Work may be performed by qualified Subcontractor(s).
- 21. For Reference Only.** The following documents are provided "For Reference Only," as defined in Section 3.4 of the General Conditions:
See Technical Specifications, Section B - Reports
1. Geotechnical Study Report South Fulton Trunk Sewer Fulton Road at Santa Rosa Creek prepared by RGH Consultants, Inc., dated January 8, 2026 (referenced as 'Geotechnical Study Report')
 2. Biological Resources Report, South Fulton Road Trunk Sewer Replacement Project, Santa Rosa, Sonoma County, CA prepared by Sol Ecology, dated August 27, 2020
 3. Cultural Resources Study for the South Fulton Road Trunk Sewer Abandonment and Collector Sewer Main Installation West 3rd Street to Santa Rosa Creek Santa Rosa, Sonoma County, California, prepared by Tom Origer & Associates, dated July 20, 2020 [Cover page only, report contents are confidential]
 4. Peterson Park Off-Site Riparian Mitigation and Monitoring Plan, Fulton Sewer Replacement Project, Santa Rosa, Sonoma County, CA, prepared by Sol Ecology, dated January 9, 2026
 5. Fish Management Plan for South Fulton Trunk Sewer Replacement Project, City of Santa Rosa, California, prepared by Hagar Environmental Science, dated August 2020
 6. Hydrogeomorphic Study, South Fulton Road Trunk Sewer Replacement, prepared by O'Connor Environmental, Inc., dated May 19, 2021
 7. In-stream Construction Methodologies South Fulton Trunk Sewer Repair Project City of Santa Rosa, Sonoma County, CA, prepared by Brelje & Race Consulting Engineers, dated September 2, 2020
 8. Phase 1 Environmental Site Assessment, City of Santa Rosa Fulton Lift Station SLS-11 Relocation, prepared by EBA Engineering, dated July 22, 2025
- 22. Bidder's Questionnaire.** A completed, signed Bidder's Questionnaire using the form provided with the Contract Documents and including all required attachments must be submitted within 48 hours following a request by City. A bid that does not fully comply with this requirement may be rejected as nonresponsive. A bidder who submits a Bidder's Questionnaire which is subsequently determined to contain false or misleading information, or material omissions, may be disqualified as non-responsible.

END OF INSTRUCTIONS TO BIDDERS

Bid Proposal

Fulton Rd Sewer Main Improvements West 3rd St to Santa Rosa Creek Project, Contract No. C02117

_____ (“Bidder”) hereby submits this Bid Proposal to the City of Santa Rosa (“City”) for the above-referenced project (“Project”) in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced in the Notice.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead, for the following price (“Base Bid”):
\$_____.
2. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this bid, as evidenced by its acknowledgement of each addendum on the City’s PlanetBids portal. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason.
3. **Bidder’s Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:
 - 3.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder’s knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.
 - 3.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.
 - 3.3 **Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.
 - 3.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder’s knowledge.
 - 3.5 **Nondiscrimination.** In preparing this bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.
 - 3.6 **Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the “Act”), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
 - 3.7 **Agreement to be Bound by CWA.** If the Project is subject to the City’s CWA, Bidder will submit an executed Appendix A, Contractor Agreement to be Bound, using the form provided with the Contract Documents, within three Working Days following a request from City. (See Section 17 of the Instructions to Bidders.)

4. **Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that, if City issues the Notice of Award to Bidder, then within ten days following issuance of the Notice of Award, Bidder will do all of the following:
- 4.1 **Execute Contract.** Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;
- 4.2 **Submit Required Bonds.** Submit to City a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents;
- 4.3 **Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents; and
- 4.4 **Certificates of Reported Compliance.** Submit to City valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, if the Project involves the use of vehicles subject to the Off-Road Regulation.
5. **Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms (check one):

_____ A cashier's check or certified check payable to City and issued by
_____ [Bank name] in the amount of
\$_____.

_____ A bid bond, using the Bid Bond form included with the Contract Documents, payable to City and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on _____, 20__.

s/ _____

Name and Title

s/ _____
[See Section 3 of Instructions to Bidders]

Name and Title

Company Name

License #, Expiration Date, and Classification

Address

DIR Registration #

City, State, Zip

Phone

Contact Name

Contact Email

END OF BID PROPOSAL

Bid Schedule

BIDDER NAME: _____

This Bid Schedule must be completed legibly and included with the sealed Bid Proposal. Pricing must be provided for each item as indicated. If this Bid Schedule requests pricing for Alternates, pricing must be provided for each Alternate Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead.

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each LB = Pounds
 LF = Linear Foot LS = Lump Sum SF = Square Feet TON = Ton (2000 lbs)
 TM = Time and Material

BASE BID

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Traffic Control	1	LS	\$	\$
2	Groundwater Management Allowance	1	TM	\$ 32,000.00	\$ 32,000.00
3	Water Pollution Control	1	LS	\$	\$
4	Offsite Mitigation	1	LS	\$	\$
5	Utility Clearances (Potholing)	1	LS	\$	\$
6	Clearing and Grubbing	1	LS	\$	\$
7	Irrigation Systems	1	LS	\$	\$
8	Landscape Restoration	1	LS	\$	\$
9	Permanent Erosion Control	1	LS	\$	\$
10	Asphalt Concrete Surface	40	TONS	\$	\$
11	Retaining Wall and Concrete Path	1	LS	\$	\$
12	Curb and Gutter	65	LF	\$	\$
13	Median Curb	15	LF	\$	\$
14	Concrete Mow Strip	194	LF	\$	\$
15	Standard Sidewalk	1,085	SF	\$	\$
16	Vehicular Sidewalk	257	SF	\$	\$
17	Driveway	345	SF	\$	\$
18	Fence Reconstruction	1	LS	\$	\$
19	Reinstatement of Creek Trail Railing	1	LS	\$	\$
20	Removable Bollard	6	EA	\$	\$
21	8-inch Sewer Main	605	LF	\$	\$

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
22	8-inch Sewer Main in Casing Pipe	46	LF	\$	\$
23	Abandon or Remove Existing Sewer Component	1	LS	\$	\$
24	Trunk Sewer Overflow Abandonment	1	LS	\$	\$
25	48-inch Sewer Manhole	2	EA	\$	\$
26	Trench Bracing and Shoring	1	LS	\$	\$
27	Stream Diversion	1	LS	\$	\$
28	Streambed Scour Protection	291	SY	\$	\$
29	Bank Scour Protection	577	SY	\$	\$

* Final Pay Quantity

TOTAL BASE BID: Items 1 through 29 inclusive: \$_____

Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.

END OF BID SCHEDULE

Subcontractor List

For each Subcontractor that will perform Work in an amount in excess of one-half of 1% of the Bidder's total Bas Bid,¹ the bidder must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, and its DIR registration number. If the Instructions to Bidders include a provision on "Subcontractor Limits," the bidder must also list the percentage of Work to be performed by the Subcontractor (based on a percentage of the Base Bid price) in the "Percent of Work" column.

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CALIFORNIA CONTRACTOR LICENSE NO.	LOCATION OF BUSINESS	DIR REG. NO.	PERCENT OF WORK

END OF SUBCONTRACTOR LIST

¹ For street or highway construction, this requirement applies to any subcontract of \$10,000 or more.

Noncollusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ [title] of _____
[business name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at
_____ [city], _____ [state].

s/ _____

Name [print]

END OF NONCOLLUSION DECLARATION

Bid Bond

_____ ("Bidder") has submitted a bid, dated _____, 20____ ("Bid"), to the City of Santa Rosa ("City") for work on the Fulton Rd Sewer Main Improvements West 3rd St to Santa Rosa Creek Project, Contract No. C02117 ("Project"). Under this duly executed bid bond ("Bid Bond"), Bidder as Principal and _____, its surety ("Surety"), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the "Bond Sum"). Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.
2. **Submittals.** Within ten days following issuance of the Notice of Award to Bidder, Bidder must submit to City the following:
 - 2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents ("Contract Documents");
 - 2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;
 - 2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents;
 - 2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents;
 - 2.5 **Certificates of Reported Compliance.** Valid Certificates of Reported Compliance for its fleet and its listed Subcontractors, if applicable, in accordance with the In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.) ("Off-Road Regulation"), if the Project involves the use of vehicles subject to the Off-Road Regulation; and
 - 2.6 **Other Submittals.** Any other documents required by the Instructions to Bidders or Notice of Award.
3. **Enforcement.** If Bidder fails to execute the Contract or to submit the bonds, insurance certificates, and valid Certificates of Reported Compliance as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

- 4. Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise, it will remain in full force and effect for 90 days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

This Bid Bond is entered into and effective on _____, 20_____.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

BIDDER:

Business Name

s/ _____

Date

Name, Title

END OF BID BOND

Bidder's Questionnaire

FULTON RD SEWER MAIN IMPROVEMENTS WEST 3RD ST TO SANTA ROSA CREEK PROJECT, CONTRACT NO. C02117

Within 48 hours following a request by City, a bidder must submit to City a completed, signed Bidder's Questionnaire using this form and all required attachments, including clearly labeled additional sheets as needed. City may request the Questionnaire from one or more of the apparent low bidders following the bid opening, and may use the completed Questionnaire as part of its investigation to evaluate a bidder's qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

Part A: General Information

Bidder Business Name: _____ ("Bidder")

Check One: ☐ Corporation (State of incorporation: _____)
 ☐ Partnership
 ☐ Sole Proprietorship
 ☐ Joint Venture of: _____
 ☐ Other: _____

Main Office Address and Phone: _____

Local Office Address and Phone: _____

Website Address: _____

Owner of Business: _____

Contact Name and Title: _____

Contact Phone and Email: _____

Bidder's California Contractor's License Number(s): _____

Bidder's DIR Registration Number: _____

Part B: Bidder Experience

1. How many years has Bidder been in business under its present business name? ____ years
2. Has Bidder completed projects similar in type and size to this Project as a general contractor?
____ Yes ____ No
3. Has Bidder ever been disqualified from a bid on grounds that it is not responsible, or otherwise disqualified or debarred from bidding under state or federal law?
____ Yes ____ No

If yes, provide additional information on a separate sheet regarding the disqualification or debarment, including the name and address of the agency or owner of the project, the type and size of the project, the reasons that Bidder was disqualified or debarred, and the month and year in which the disqualification or debarment occurred.

4. Has Bidder ever been terminated for cause, alleged default, or legal violation from a construction project, either as a general contractor or as a subcontractor?

_____ Yes _____ No

If yes, provide additional information on a separate sheet regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Provide information about Bidder's past projects performed as general contractor as follows:

- 5.1 Six most recently completed public works projects within the last three years;
- 5.2 Three largest completed projects within the last three years;
- 5.3 Three projects completed within the last five years which included use of positive shoring system method(s) proposed for use on this project; and
- 5.4 Any project which is similar to this Project including scope and character of the work.

6. Use separate sheets to provide all of the following information for each project identified in response to the above three categories:

- 6.1 Project name, location, and description;
- 6.2 Owner (name, address, email, and phone number);
- 6.3 Prime contractor, if applicable (name, address, email, and phone number);
- 6.4 Architect or engineer (name, email, and phone number);
- 6.5 Project and/or construction manager (name, email, and phone number);
- 6.6 Scope of work performed (as general contractor or as subcontractor);
- 6.7 Initial contract price and final contract price (including change orders);
- 6.8 Original scheduled completion date and actual date of completion;
- 6.9 Time extensions granted (number of days);
- 6.10 Number and amount of stop notices or mechanic's liens filed;
- 6.11 Amount of any liquidated damages assessed against Bidder; and
- 6.12 Nature and resolution of any project-related claim, lawsuit, mediation, or arbitration involving Bidder.

Part C: Safety

1. Provide Bidder's Experience Modification Rate (EMR) for the last three years:

Year	EMR

2. Complete the following, based on information provided in Bidder's CalOSHA Form 300 or Form 300A, Annual Summary of Work-Related Illnesses and Injuries, from the most recent past calendar year:

- 2.1 Number of lost workday cases: _____
- 2.2 Number of medical treatment cases: _____
- 2.3 Number of deaths: _____
3. Has Bidder ever been cited, fined, or prosecuted by any local, state, or federal agency, including OSHA, CalOSHA, or EPA, for violation of any law, regulation, or requirements pertaining to health and safety?
 _____ Yes _____ No

If yes, provide additional information on a separate sheet regarding each such citation, fine, or prosecution, including the name and address of the agency or owner of the project, the type and size of the project, the reasons for and nature of the citation, fine, or prosecution, and the month and year in which the incident giving rise to the citation, fine, or prosecution occurred.

4. Name, title, and email for person responsible for Bidder's safety program:

Name	Title	Email
------	-------	-------

Part D: Verification

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder's Questionnaire on behalf of the named Bidder, and that all responses and information set forth in this Bidder's Questionnaire and accompanying attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Signature: _____ Date: _____

By: _____
 Name and Title

END OF BIDDER'S QUESTIONNAIRE

Appendix A

City of Santa Rosa Community Workforce Agreement Contractor Agreement To Be Bound

The undersigned, as a Contractor or Subcontractor ("Contractor") for the Fulton Rd Sewer Main Improvements West 3rd St to Santa Rosa Creek Project, Contract No. C02117, (hereinafter the "Covered Project"), for and in consideration of the award to it of a contract to perform work on said Covered Project, and in further consideration of the mutual promises made in the "City of Santa Rosa Community Workforce Agreement" (hereinafter "Agreement"), a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- (2) Agrees to be bound by the legally established local trust agreements as set forth in Article 17 of this Agreement.
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor;
- (4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of the Agreement.
- (5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

The obligation to be a party to and bound by the Agreement shall extend to all work for the Covered Project undertaken by the Contractor.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person: _____

Address of Authorized Person: _____

State Public Works Registration Number: _____

Contract

This public works contract ("Contract") is entered into by and between the City of Santa Rosa ("City") and _____ ("Contractor"), for work on the Fulton Rd Sewer Main Improvements West 3rd St to Santa Rosa Creek, Contract No. C02117 Project ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On _____, 20____, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below. City has elected to include the following bid alternate(s) in the Contract: No Alternates
2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of the documents listed below. The definitions provided in Article 1 of the General Conditions apply to all Contract Documents, including this Contract.
 - 2.1 Notice Inviting Bids;
 - 2.2 Instructions to Bidders;
 - 2.3 Addenda, if any;
 - 2.4 Bid Proposal and attachments thereto;
 - 2.5 Contract;
 - 2.6 Payment and Performance Bonds;
 - 2.7 General Conditions;
 - 2.8 Special Conditions;
 - 2.9 Project Plans and Specifications;
 - 2.10 Change Orders, if any;
 - 2.11 Notice of Award;
 - 2.12 Notice to Proceed;
 - 2.13 City Standards and City Specifications, as applicable;
 - 2.14 City's CWA, if applicable;
 - 2.15 Caltrans Standard Specifications (excluding Division I) and Caltrans Standard Plans, as applicable; and
 - 2.16 The following:
 - a. United States Army Corps of Engineers Nationwide Permit 58 – Utility Line Activity for Water and Other Substances, USACE File ID SPN-2024-00265, dated February 12, 2026
 - b. North Coast Regional Water Quality Control Board Section 401 Water Quality Certification, WDID 1B24110WNSO, dated June 16, 2025
 - c. California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement, EPIMS-SON-51429-R3, dated January 29, 2026
 - d. Mitigation Monitoring and Reporting Plan (MMRP), dated June 2021 and revised December 2022
3. **Contractor's Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$_____ ("Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.
5. **Time for Completion.** Contractor will fully complete the Work for the Project, meeting all requirements for Final Completion, within 170 Working Days from the start date set forth in the Notice to Proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.
6. **Liquidated Damages.** As further specified in Section 5.4 of the General Conditions, if Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$5,200 per day for each day of unexcused delay in achieving Final Completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.
7. **Labor Code Compliance.**
 - 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance, as further specified in Article 9 of the General Conditions.
 - 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
 - 7.3 **DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code § 1725.5, subject to limited legal exceptions.
8. **Workers' Compensation Certification.** Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."
9. **Conflicts of Interest.** Contractor, its employees, Subcontractors, and agents may not have, maintain, or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or requirement, or in violation of any California law, including Government Code § 1090 et seq., or the Political Reform Act, as set forth in Government Code § 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.

- 11. Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF file. Notice is deemed effective upon delivery, except that service by U.S. Mail is deemed effective on the second working day after deposit for delivery. Notice for each party must be given as follows:

City:

Transportation and Public Works
69 Stony Circle
Santa Rosa, California 95401
Attn: Landon Lochrie
llochie@srcity.org

Copy to: Allyson Gonyo
agonyo@srcity.org

Contractor:

Name: _____
Address: _____
City/State/Zip: _____
Phone: _____
Attn: _____
Email: _____
Copy to: _____

12. General Provisions.

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's and City's lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Sonoma County Superior Court, and no other place. Contractor waives any right it may have pursuant to Code of Civil Procedure § 394, to file a motion to transfer any action arising from or relating to this Contract to a venue outside of Sonoma County, California.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.

- 12.7 Iran Contracting Act.** If the Contract Price exceeds \$1,000,000, Contractor certifies, by signing below, that it is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the “Act”), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.
- 12.8 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporations Code § 313 or as otherwise authorized by law.
- 12.9 Electronic Signatures.** In accordance with Government Code § 16.5 and Civil Code § 1633.1 et seq., the parties agree that this Contract may be transmitted and executed electronically and that electronic signatures will have the same force and effect as the use of manual signatures.

[Signatures are on the following page.]

The parties agree to this Contract as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____

s/ _____

Name, Title

Name, Title

Date: _____

Date: _____

Attest:

s/ _____

Name, Title

Date: _____

CONTRACTOR:

Business Name

s/ _____

Name, Title

Date: _____

Second Signature (See Section 12.8):

s/ _____

Name, Title

Date: _____

Contractor's California License Number(s) and Expiration Date(s)

END OF CONTRACT

Payment Bond

The City of Santa Rosa ("City") and _____ ("Contractor") have entered into a Contract for Work on the Fulton Rd Sewer Main Improvements West 3rd St to Santa Rosa Creek Project, Contract No. C02117 ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in an amount not less than \$ _____, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.
3. **Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
4. **Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
5. **Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____
6. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Sonoma County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

[Signatures are on the following page.]

7. **Effective Date; Execution.** This Bond is entered into and is effective on _____,
20__.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY CITY:

s/ _____

Date

Name, Title

END OF PAYMENT BOND

Performance Bond

The City of Santa Rosa ("City") and _____ ("Contractor") have entered into a Contract for Work on the Fulton Rd Sewer Main Improvements West 3rd St to Santa Rosa Creek Project, Contract No. C02117 ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee for an amount not less than \$_____ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, Surety's obligations under this Bond will become null and void. Otherwise, Surety's obligations will remain in full force and effect.
3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond for completion of the Work prior to acceptance of the Project, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from City of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
 - 5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or
 - 5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Sonoma County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

9. **Effective Date; Execution.** This Bond is entered into and effective on _____, 20____.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY CITY:

s/ _____

Date

Name, Title

END OF PERFORMANCE BOND

General Conditions

Article 1 - Definitions

Definitions. The following definitions apply to all of the Contract Documents unless otherwise indicated, e.g., additional definitions that apply solely to the Specifications or other technical documents. Defined terms and titles of documents are capitalized in the Contract Documents, with the exception of the following (in any tense or form): “day,” “furnish,” “including,” “install,” “work day,” or “working day.”

Allowance means a specific amount that must be included in the Bid Proposal for a specified purpose.

Article, as used in these General Conditions, means a numbered Article of the General Conditions, unless otherwise indicated by the context.

Awarding Authority means the City Council or its authorized delegee(s) unless the Contract is awarded by the Water Department, in which case it means the Board of Public Utilities.

Change Order means a written document duly approved and executed by City, which changes the scope of Work, the Contract Price, or the Contract Time.

City means the City of Santa Rosa, acting through its City Council, officers, employees, City Engineer, and any other authorized representatives.

City Engineer means the City Engineer for City and his or her authorized delegee(s).

City Specifications means the City’s Construction Specifications for Public Improvements, which may be accessed on the City’s website at <https://www.srcity.org/2321/Design-Construction-Standards>.

City Standards means the City’s Design and Construction Standards, which may be accessed on the City’s website at <https://www.srcity.org/2321/Design-Construction-Standards>.

Claim means a separate demand by Contractor for a change in the Contract Time or Contract Price, that has previously been submitted to City in accordance with the requirements of the Contract Documents, and which has been rejected by City, in whole or in part; a written demand by Contractor disputing a unilateral Change Order or a portion thereof; or a written demand by Contractor objecting to the amount of Final Payment.

Contract means the signed agreement between City and Contractor for performing the Work required for the Project, and all documents expressly incorporated therein.

Contract Documents means, collectively, all of the documents listed as such in Section 2 of the Contract, including the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal and attachments thereto; the Contract; the Notice of Award and Notice to Proceed; the payment and performance bonds; the General Conditions; the Special Conditions; the Project Plans and Specifications; any Change Orders; and any other documents which are clearly and unambiguously made part of the Contract Documents. The Contract Documents do not include documents provided “For Reference Only,” or documents that are intended solely to provide information regarding existing conditions.

Contract Price means the total compensation to be paid to Contractor for performance of the Work, as set forth in the Contract and as may be amended by Change Order or adjusted for an

Allowance. The Contract Price is not subject to adjustment due to inflation or due to the increased cost of labor, material, supplies, or equipment following submission of the Bid Proposal.

Contract Time means the time specified for complete performance of the Work, as set forth in the Contract and as may be amended by Change Order.

Contractor (or **You**) means the individual, partnership, corporation, or joint venture that has signed the Contract with City to perform the Work.

CWA means the Community Workforce Agreement for the City.

Day means a calendar day unless otherwise specified.

Design Professional means the licensed individual(s) or firm(s) retained by City to provide architectural, engineering, or other design professional services for the Project. If no Design Professional has been retained for this Project, any reference to Design Professional is deemed to refer to the Engineer.

DIR means the California Department of Industrial Relations.

Drawings has the same meaning as Plans.

Engineer means the City Engineer for the City of Santa Rosa and his or her authorized delegates.

Excusable Delay is defined in Section 5.3(B), Excusable Delay.

Extra Work means new or unforeseen work added to the Project, as determined by the Engineer in his or her sole discretion, including Work that was not part of or incidental to the scope of the Work when the Contractor's bid was submitted; Work that is substantially different from the Work as described in the Contract Documents at bid time; or Work that results from a substantially differing and unforeseeable condition.

Final Completion means Contractor has fully completed all of the Work required by the Contract Documents to the City's satisfaction, including all punch list items and any required commissioning or training, and has provided the City with all required submittals, including the instructions and manuals, product warranties, and as-built drawings.

Final Payment means payment to Contractor of the unpaid Contract Price, including release of undisputed retention, less amounts withheld or deducted pursuant to the Contract Documents.

Furnish means to purchase and deliver for the Project.

Government Code Claim means a claim submitted pursuant to California Government Code § 900 et seq.

Hazardous Materials means any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material that may be considered hazardous or otherwise subject to Laws governing handling, disposal, or cleanup.

Including, whether or not capitalized, means "including, but not limited to," unless the context clearly requires otherwise.

Inspector means the individual(s) or firm(s) retained or employed by City to inspect the workmanship, materials, and manner of construction of the Project and its components to ensure compliance with the Contract Documents and all Laws.

Install means to fix in place for materials, and to fix in place and connect for equipment.

Laws means all applicable local, state, and federal laws, regulations, rules, codes, ordinances, permits, orders, and the like enacted or imposed by or under the auspices of any governmental entity with jurisdiction over any of the Work or any performance of the Work, including health and safety requirements.

Materials Lab means City's Materials Engineering Laboratory, which may perform quality assurance functions for a Project relating to asphalt and concrete, including inspection and/or testing of workmanship, materials, and the manner of construction.

Non-Excusable Delay is defined in Section 5.3(D), Non-Excusable Delay.

Plans means the City-provided plans, drawings, details, or graphical depictions of the Project requirements, but does not include Shop Drawings.

Project means the public works project referenced in the Contract, as modified by any Project alternates elected by City, if any.

Project Manager means the individual designated by City to oversee and manage the Project on City's behalf and may include his or her authorized delegate(s) when the Project Manager is unavailable. If no Project Manager has been designated for this Project, any reference to Project Manager is deemed to refer to the Engineer.

Recoverable Costs is defined in Section 5.3(F), Recoverable Costs.

Request for Information or **RFI** means Contractor's written request for information about the Contract Documents, the Work or the Project, submitted to City in the manner and format specified by City.

Section, when capitalized in these General Conditions, means a numbered section or subsection of the General Conditions, unless the context clearly indicates otherwise.

Shop Drawings means drawings, plan details or other graphical depictions prepared by or on behalf of Contractor, and subject to City acceptance, which are intended to provide details for fabrication, installation, and the like, of items required by or shown in the Plans or Specifications.

Specialty Work means Work that must be performed by a specialized Subcontractor with the specified license or other special certification, and that the Contractor is not qualified to self-perform.

Specifications means the technical, text specifications describing the Project requirements, which are prepared for and incorporated into the Contract by or on behalf of City, and does not include the Contract, General Conditions or Special Conditions.

Subcontractor means an individual, partnership, corporation, or joint venture retained by Contractor directly or indirectly through a subcontract to perform a specific portion of the Work. The term Subcontractor applies to subcontractors of all tiers, unless otherwise indicated by the context. A third party such as a utility performing related work on the Project is not a Subcontractor, even if Contractor must coordinate its Work with the third party.

Technical Specifications has the same meaning as Specifications.

Water Department means the City of Santa Rosa Water Department.

Work means all of the construction and services necessary for or incidental to completing the Project in conformance with the requirements of the Contract Documents.

Work Day or Working Day, whether or not capitalized, means a weekday when the City is open for business, and does not include the following holidays observed by the City:

- (A) New Year's Day, January 1;
- (B) Martin Luther King Jr. Birthday, the third Monday in January;
- (C) President's Day, the third Monday in February;
- (D) Cesar Chavez Day, March 31;
- (E) Memorial Day, the last Monday in May;
- (F) Juneteenth, June 19;
- (G) Independence Day, July 4;
- (H) Labor Day, the first Monday in September;
- (I) Veterans Day, November 11;
- (J) Thanksgiving Day, the fourth Thursday in November;
- (K) The day after Thanksgiving Day; and
- (L) Christmas Day, December 25.

Worksite means the place or places where the Work is performed, which includes, but may extend beyond the Project site, including separate locations for staging, storage, or fabrication.

Article 2 - Roles and Responsibilities

2.1 City.

- (A) **City Council.** The City Council has final authority in all matters affecting the Project, except to the extent it has delegated authority to the Engineer.
- (B) **Engineer.** The Engineer, acting within the authority conferred by the City Council, is responsible for administration of the Project on behalf of City, including authority to provide directions to the Design Professional and to Contractor to ensure proper and timely completion of the Project. The Engineer's decisions are final and conclusive within the scope of his or her authority, including interpretation of the Contract Documents.
- (C) **Project Manager.** The Project Manager assigned to the Project will be the primary point of contact for the Contractor and will serve as City's representative for daily administration of the Project on behalf of City. Unless otherwise specified, all of Contractor's communications to City (in any form) will go to or through the Project Manager. City reserves the right to reassign the Project Manager role at any time or to delegate duties to additional City representatives, without prior notice to or consent of Contractor.
- (D) **Design Professional.** The Design Professional is responsible for the overall design of the Project and, to the extent authorized by City, may act on City's behalf to ensure performance of the Work in compliance with the Plans and Specifications, including any design changes authorized by Change Order. The Design Professional's duties may include review of Contractor's submittals, visits to any Worksite, inspecting the Work, evaluating test and inspection results, and participation in Project-related meetings, including any pre-construction conference, weekly meetings, and coordination meetings. The Design Professional's interpretation of the Plans or Specifications is final and conclusive.

2.2 Contractor.

(A) **General.** Contractor must provide all labor, materials, supplies, equipment, services, and incidentals necessary to perform and timely complete the Work in strict accordance with the Contract Documents, and in an economical and efficient manner in the best interests of City, and with minimal inconvenience to the public.

(B) **Responsibility for the Work and Risk of Loss.** Contractor is responsible for supervising and directing all aspects of the Work to facilitate the efficient and timely completion of the Work. Contractor is solely responsible for and required to exercise full control over the Work, including the construction means, methods, techniques, sequences, procedures, safety precautions and programs, and coordination of all portions of the Work with that of all other contractors and Subcontractors, except to the extent that the Contract Documents provide other specific instructions. Contractor's responsibilities extend to any plan, method or sequence suggested but not required by City or specified in the Contract Documents. From the date of commencement of the Work until either the date on which City formally accepts the Project or the effective date of termination of the Contract, whichever is later, Contractor bears all risks of injury or damage to the Work and the materials and equipment delivered to any Worksite, by any cause including fire, earthquake, wind, weather, vandalism, or theft, subject to the limitations of Laws, including Public Contract Code § 7105.

(C) **Project Administration.** Contractor must provide sufficient and competent administration, staff, and skilled workforce necessary to perform and timely complete the Work in accordance with the Contract Documents. Before starting the Work, Contractor must designate in writing and provide complete contact information, including telephone numbers and email address, for the officer or employee in Contractor's organization who is to serve as Contractor's primary representative for the Project, and who has authority to act on Contractor's behalf. A Subcontractor may not serve as Contractor's primary representative.

(D) **On-Site Superintendent.** Contractor must, at all times during performance of the Work, provide a qualified and competent full-time superintendent acceptable to City, and assistants as necessary, who must be physically present at the Project site while any aspect of the Work is being performed. The superintendent must have full authority to act and communicate on behalf of Contractor, and Contractor will be bound by the superintendent's communications to City. City's approval of the superintendent is required before the Work commences. If City is not satisfied with the superintendent's performance, City may request a qualified replacement of the superintendent. Failure to comply may result in temporary suspension of the Work, at Contractor's sole expense and with no extension of Contract Time, until an approved superintendent is physically present to supervise the Work. Contractor must provide written notice to City, as soon as practicable, before replacing the superintendent.

(E) **Standards.** Contractor must, at all times, ensure that the Work is performed in an efficient, skillful manner following best practices and in full compliance with the Contract Documents, Laws, and applicable manufacturer's recommendations. Contractor has a material and ongoing obligation to provide true and complete information, to the best of its knowledge, with respect to all records, documents, or communications pertaining to the Project, including oral or written reports, statements, certifications, Change Order requests, or Claims.

(F) **Meetings.** Contractor, its project manager, superintendent and any primary Subcontractors requested by City, must attend and participate in a pre-construction

conference, weekly Project progress meetings, and coordination meetings, as set forth herein.

(1) *Pre-Construction Conference.* City will designate a date and time for a pre-construction conference with Contractor following Contract execution. Project administration procedures and coordination between City and Contractor will be discussed. Contractor must present City with the following information or documents at the conference, unless otherwise specified by City, for City's review and acceptance before the Work commences:

- a. Name, 24-hour contact information, and qualifications of the proposed on-site superintendent;
- b. List of all key Project personnel and their complete contact information, including email addresses and telephone numbers during regular hours and after hours;
- c. Staging plans that identify the sequence of the Work, including any phases and alternative sequences or phases, with the goal of minimizing the impacts on residents, businesses and other operations in the Project vicinity;
- d. If required, traffic control plans associated with the staging plans that are signed and stamped by a licensed traffic engineer;
- e. Draft baseline schedule for the Work as required under Section 5.2, to be finalized within ten days after City issues the Notice to Proceed or as otherwise specified by City;
- f. Breakdown of lump sum bid items, to be used for determining the value of Work completed for future progress payments to Contractor;
- g. Schedule with list of Project submittals that require City review, and list of the proposed material suppliers;
- h. Plan for coordination with affected utility owner(s) and compliance with any related permit requirements;
- i. Videotape and photographs recording the conditions throughout the pre-construction Project site, showing the existing improvements and current condition of the curbs, gutters, sidewalks, signs, landscaping, streetlights, structures near the Project such as building faces, canopies, shades and fences, and any other features within the Project area limits;
- j. If requested by City, Contractor's cash flow projections; and
- k. Any other documents specified by City.

(2) *Progress Meetings.* Contractor, its project manager, superintendent and any primary Subcontractors requested by City, must participate in weekly Project progress meetings scheduled with City.

(3) *Coordination Meetings.* If applicable, Contractor may also be required to participate in coordination meetings with other parties relating to other work being performed on or near the Project site or in relation to the Project, including work or activities performed by City, other contractors, or other utility owners.

(G) **Construction Records.** Contractor will maintain up-to-date, thorough, legible, and dated daily job reports, which document all significant activity on the Project for each day that Work is performed on the Project. The daily report for each day must include the number of workers at the Project site; primary Work activities; major deliveries; problems encountered, including injuries, if any; weather and site conditions; and delays, if any. Contractor will take date and time-stamped photographs to document general progress of the Project, including site conditions prior to construction activities, before and after photographs at offset trench laterals, existing improvements and utilities, damage and restoration. Contractor will maintain copies of all subcontracts, Project-related correspondence with Subcontractors, and records of meetings with Subcontractors. Upon request by the City, Contractor will permit review of and/or provide copies of any of these construction records.

(H) **Responsible Party.** Contractor is solely responsible to City for the acts or omissions of any Subcontractors, or any other party or parties performing portions of the Work or providing equipment, materials or services for or on behalf of Contractor or the Subcontractors. Upon City's written request, Contractor must promptly and permanently remove from the Project, at no cost to City, any employee or Subcontractor or employee of a Subcontractor who the Engineer has determined to be incompetent, intemperate or disorderly, or who has failed or refused to perform the Work as required under the Contract Documents.

(I) **Correction of Defects.** Contractor must promptly correct, at Contractor's sole expense, any Work that is determined by City to be deficient or defective in any way, including workmanship, materials, parts, or equipment. Workmanship, materials, parts, or equipment that do not conform to the requirements under the Contract Documents, as determined by City, will be considered defective and subject to rejection. Contractor must also promptly correct, at Contractor's sole expense, any Work performed beyond the lines and grades shown on the Plans or established by City, and any Extra Work performed without City's prior written approval. If requested by City in City's notice to correct, Contractor must submit a Work plan for correcting defective Work in advance of Contractor taking corrective action. If Contractor fails to correct or to take reasonable steps toward correcting defective Work within five days following notice from City, or within the time specified in City's notice to correct, City may elect to have the defective Work corrected by its own forces or by a third party, in which case the cost of correction will be deducted from the Contract Price. If City elects to correct defective Work due to Contractor's failure or refusal to do so, City or its agents will have the right to take possession of and use any equipment, supplies, or materials available at the Project site or any Worksite on City property, in order to effectuate the correction, at no extra cost to City. Contractor's warranty obligations under Section 11.2, Warranty, will not be waived nor limited by City's actions to correct defective Work under these circumstances. Alternatively, City may elect to retain defective Work, and deduct the difference in value, as determined by the Engineer, from payments otherwise due to Contractor. This paragraph also applies to any defective Work performed by Contractor during the one-year warranty period under Section 11.2.

(J) **Contractor's Records.** Contractor must maintain all of its records relating to the Project in any form, including paper documents, photos, videos, electronic records, approved samples, and the construction records required pursuant to paragraph (G), above. Project records subject to this provision include complete Project cost records, copies of the insurance policies and endorsements required by the Contract Documents, and records relating to preparation of Contractor's bid, including estimates, take-offs, and price quotes or bids.

(1) Contractor's cost records must include all supporting documentation, including original receipts, invoices, and payroll records, evidencing its direct costs to perform the Work, including, but not limited to, costs for labor, materials, and equipment. Each cost record should include, at a minimum, a description of the expenditure with references to the applicable requirements of the Contract Documents, the amount actually paid, the date of payment, and whether the expenditure is part of the original Contract Price, related to an executed Change Order, or otherwise categorized by Contractor as Extra Work. Contractor's failure to comply with this provision as to any claimed cost operates as a waiver of any rights to recover the claimed cost.

(2) Contractor must continue to maintain its Project-related records in an organized manner for a period of five years after City's acceptance of the Project or following Contract termination, whichever occurs first. Subject to prior notice to Contractor, City is entitled to inspect or audit any of Contractor's records relating to the Project during Contractor's normal business hours. Contractor's records may also be subject to examination and audit by the California State Auditor, pursuant to Government Code § 8546.7. The record-keeping requirements set forth in this subsection 2.2(J) will survive expiration or termination of the Contract.

(K) **Copies of Project Documents.** Contractor and its Subcontractors must keep copies, at the Project site, of all Work-related documents, including the Contract, permit(s), Plans, Specifications, addenda, Contract amendments, Change Orders, RFIs and RFI responses, Shop Drawings, as-built drawings, schedules, daily records, testing and inspection reports or results, and any related written interpretations. These documents must be available to City for reference at all times during construction of the Project.

(L) **Quality Control.** Contractor is responsible for developing, implementing, and maintaining a quality control plan that includes sampling, testing, and inspecting the Work to control material quality and to ensure that the Work satisfies the quality characteristics in the Contract Documents. Contractor must submit copies of the quality control plan to City, within two Working Days after the pre-construction conference, and make one copy available at each Worksite.

(1) **Records.** Contractor must prepare and maintain quality control records, including the names and qualifications of samplers, testers, and inspectors; testing laboratories' identification and certifications; testing equipment calibrations and certifications; inspection reports; sampling and testing records organized by date and type of material; test results with comparison of quality characteristic requirements; test results in relation to action and any suspension limits; and records of corrective actions and suspensions. Contractor will submit any quality control test data and test results to the Engineer within two Working Days following test completion. Contractor must immediately notify the Engineer of any noncompliant Work.

(2) **Quality Control Manager.** Unless otherwise specified in the Special Conditions or Specifications, before starting Work, Contractor will designate in writing, and provide complete contact information for, the quality control manager for the Project who will be responsible for receiving, reviewing, and approving all correspondence and submittals prior to submission to the City; signing and implementing Contractor's quality control plan; and maintaining quality control records. The quality control manager must either be an employee of Contractor,

or a Subcontractor retained solely to provide quality control services for the Project. The quality control manager must not be employed or compensated by a Subcontractor who will provide other Work for the Project.

(3) **Test Modifications.** The following specific tests are modified as follows: For California Test 216 (Relative Compaction), a mechanical compactor (Ploog Engineering Co. Model M 100 or equal) with a 10-pound hammer and split compaction molds must be used in lieu of the specified manual compaction equipment. For California Test 231 (Nuclear Gage Determination of In-Place Density), in-place density and relative compaction may be determined on the basis of individual test sites in lieu of the area concept at the discretion of the Engineer.

2.3 Subcontractors.

(A) **General.** All Work which is not performed by Contractor with its own forces must be performed by Subcontractors. City reserves the right to approve or reject any and all Subcontractors proposed to perform the Work, for reasons including the Subcontractor's poor reputation, lack of relevant experience, financial instability, and lack of technical ability or adequate trained workforce. Each Subcontractor must obtain a City business tax certificate before performing any Work.

(B) **Contractual Obligations.** Contractor must require each Subcontractor to comply with the provisions of the Contract Documents as they apply to the Subcontractor's portion(s) of the Work, including the generally applicable terms of the Contract Documents, and to likewise bind their subcontractors. Contractor will provide that the rights that each Subcontractor may have against any manufacturer or supplier for breach of warranty or guarantee relating to items provided by the Subcontractor for the Project, will be assigned to City. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor and City, but City is deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

(C) **Termination.** If the Contract is terminated, each Subcontractor's agreement must be assigned by Contractor to City, subject to the prior rights of any surety, but only if and to the extent that City accepts, in writing, the assignment by written notification, and assumes all rights and obligations of Contractor pursuant to each such subcontract agreement.

(D) **Substitution of Subcontractor.** If Contractor requests substitution of a listed Subcontractor under Public Contract Code § 4107, Contractor is solely responsible for all costs City incurs in responding to the request, including legal fees and costs to conduct a hearing, and any increased subcontract cost to perform the Work that was to be performed by the listed Subcontractor. If City determines that a Subcontractor is unacceptable to City based on the Subcontractor's failure to satisfactorily perform its Work, or for any of the grounds for substitution listed in Public Contract Code § 4107(a), City may request removal of the Subcontractor from the Project. Upon receipt of a written request from City to remove a Subcontractor pursuant to this paragraph, Contractor will immediately remove the Subcontractor from the Project and, at no further cost to City, will either (1) self-perform the remaining Work to the extent that Contractor is duly licensed and qualified to do so, or (2) substitute a Subcontractor that is acceptable to City, in compliance with Public Contract Code § 4107, as applicable.

2.4 Coordination of Work.

(A) **Concurrent Work.** City reserves the right to perform, have performed, or permit performance of other work on or adjacent to the Project site while the Work is being

performed for the Project. Contractor is responsible for coordinating its Work with other work being performed on or adjacent to the Project site, including by any City work forces or utility companies or agencies, and must avoid hindering, delaying, or interfering with the work of other contractors, individuals, or entities, and must ensure safe and reasonable site access and use as required or authorized by City. To the full extent permitted by law, Contractor must hold harmless and indemnify City against any and all claims arising from or related to Contractor's avoidable, negligent, or willful hindrance of, delay to, or interference with the work of any City work forces, utility company or agency, or another contractor or subcontractor.

(B) **Coordination.** If Contractor's Work will connect or interface with work performed by others, Contractor is responsible for independently measuring and visually inspecting such work to ensure a correct connection and interface. Contractor is responsible for any failure by Contractor or its Subcontractors to confirm measurements before proceeding with connecting Work. Before proceeding with any portion of the Work affected by the construction or operations of others, Contractor must give the Project Manager prompt written notification of any defects Contractor discovers which will prevent the proper execution of the Work. Failure to give notice of any known or reasonably discoverable defects will be deemed acknowledgement by Contractor that the work of others is not defective and will not prevent the proper execution of the Work. Contractor must also promptly notify City if work performed by others, including work or activities performed by City's own forces, is operating to hinder, delay, or interfere with Contractor's timely performance of the Work. City reserves the right to backcharge Contractor for any additional costs incurred due to Contractor's failure to comply with the requirements in this Section 2.4.

2.5 Submittals. Unless otherwise specified, Contractor must submit to the Engineer for review and acceptance, all schedules, Shop Drawings, samples, product data, and similar submittals required by the Contract Documents, or upon request by the Engineer. Unless otherwise specified, all submittals, including Requests for Information, are subject to the general provisions of this Section, as well as specific submittal requirements that may be included elsewhere in the Contract Documents, including the Special Conditions or Specifications. The Engineer may require submission of a submittal schedule at or before a pre-construction conference, as may be specified in the Notice to Proceed.

(A) **General.** Contractor is responsible for ensuring that its submittals are accurate and conform to the Contract Documents.

(B) **Time and Manner of Submission.** Contractor must ensure that its submittals are prepared and delivered in a manner consistent with the current City-accepted schedule for the Work and within the applicable time specified in the Contract Documents, or if no time is specified, in such time and sequence so as not to delay the performance of the Work or completion of the Project. Contractor must provide submittals in electronic format, unless otherwise specified by the Engineer.

(C) **Required Contents.** Each submittal must be uniquely numbered and include the Project name and contract number, Contractor's name and address, the name and address of any Subcontractor or supplier involved with the submittal, the date, and references to applicable Specification section(s) and/or drawing and detail number(s). Submittal resubmissions must include a revision designation.

(D) **Required Corrections.** If corrections are required, Contractor must promptly make and submit any required corrections as specified in full conformance with the requirements of this Section, or other requirements that apply to that submittal. Except as

required for corrections, Contractor will not make changes to a submittal upon resubmission. City reserves the right to reject a partial resubmission of a submittal.

(E) **Effect of Review and Acceptance.** Review and acceptance of a submittal by City will not relieve Contractor from complying with the requirements of the Contract Documents. Contractor is responsible for any errors in any submittal, and review or acceptance of a submittal by City is not an assumption of risk or liability by City.

(F) **Enforcement.** Any Work performed or any material furnished, installed, fabricated or used without City's prior acceptance of a required submittal is performed or provided at Contractor's risk, and Contractor may be required to bear the costs incident thereto, including the cost of removing and replacing such Work, repairs to other affected portions of the Work or material, and the cost of additional time or services required of City, including costs for the Design Professional, Project Manager, Inspector, and Materials Lab.

(G) **Excessive RFIs.** A RFI will be considered excessive or unnecessary if City determines that the explanation or response to the RFI is clearly and unambiguously discernable from the Contract Documents. City's costs to review and respond to excessive or unnecessary RFIs may be deducted from payments otherwise due to Contractor.

- 2.6 Shop Drawings.** When Shop Drawings are required by the Specifications or requested by the Engineer, they must be prepared according to best practices at Contractor's expense. The Shop Drawings must be of a size and scale to clearly show all necessary details. Unless otherwise specified by City, Shop Drawings must be provided to the Engineer for review and acceptance at least 30 days before the Work will be performed. If City requires changes, the corrected Shop Drawings must be resubmitted to the Engineer for review within the time specified by the Engineer. For all Project components requiring Shop Drawings, Contractor will not furnish materials or perform any Work until the Shop Drawings for those components are accepted by City. Contractor is responsible for any errors or omissions in the Shop Drawings, shop fits and field corrections; any deviations from the Contract Documents; and for the results obtained by the use of Shop Drawings. Acceptance of Shop Drawings by City does not relieve Contractor of Contractor's responsibility.
- 2.7 Material List.** Unless otherwise specified by City, Contractor must submit to the Engineer, at or before the pre-construction conference, a list of all materials proposed for use in the Work and any supporting documentation and samples required by the Contract Documents and source of supply. For a material listed on the "Engineer's List of Approved Items," located in the Sewer and Water sections of the City Standards, Contractor must provide the name of the manufacturer and model and part number for each material proposed for the Work, unless the item has been replaced for the Project, as specifically set forth in the Contract Documents. For all other materials, Contractor must provide the name of the manufacturer, model and part number, and supporting documentation and samples that will enable the Engineer to evaluate the material.
- 2.8 Access to Work.** Contractor must afford prompt and safe access to any Worksite by City and its employees, agents, or consultants authorized by City; and upon request by City, Contractor must promptly arrange for City representatives to visit or inspect manufacturing sites or fabrication facilities for items to be incorporated into the Work.
- 2.9 Personnel.** Contractor and its Subcontractors must employ only competent and skillful personnel to perform the Work. Contractor and its Subcontractor's supervisors, security or safety personnel, and employees who have unescorted access to the Project site must

possess proficiency in English sufficient to read, understand, receive, and implement oral or written communications or instructions relating to their respective job functions, including safety and security requirements. Upon written notification from the Engineer, Contractor and its Subcontractors must immediately discharge any personnel who are incompetent, disorderly, disruptive, threatening, abusive, or profane, or otherwise refuse or fail to comply with the requirements of the Contract Documents or Laws, including Laws pertaining to health and safety. Any such discharged personnel may not be re-employed or permitted on the Project in any capacity without City's prior written consent.

Article 3 - Contract Documents

3.1 Interpretation of Contract Documents.

(A) ***Plans and Specifications.*** The Plans and Specifications included in the Contract Documents are complementary. If Work is shown on one but not on the other, Contractor must perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Plans and Specifications are deemed to include and require everything necessary and reasonably incidental to completion of the Work, whether or not particularly mentioned or shown. Contractor must perform all Work and services and supply all things reasonably related to and inferable from the Contract Documents. In the event of a conflict between the Plans and Specifications, the Specifications will control, unless the drawing(s) at issue are dated later than the Specification(s) at issue. Detailed drawings take precedence over general drawings, and large-scale drawings take precedence over smaller scale drawings. Any arrangement or division of the Plans and Specifications into sections is for convenience and is not intended to limit the Work required by separate trades. A conclusion presented in the Plans or Specifications is only a recommendation. Actual locations and depths must be determined by Contractor's field investigation. Contractor may request access to underlying or background information in City's possession that is necessary for Contractor to form its own conclusions.

(B) ***Duty to Notify and Seek Direction.*** If Contractor becomes aware of a changed condition in the Project, or of any ambiguity, conflict, inconsistency, discrepancy, omission, or error in the Contract Documents, including the Plans or Specifications, Contractor must promptly submit a Request for Information to the Engineer and wait for a response from City before proceeding further with the related Work. The RFI must notify City of the issue and request clarification, interpretation or direction. The Engineer's clarification, interpretation or direction will be final and binding on the Contractor. If Contractor proceeds with the related Work before obtaining the City's response, Contractor will be responsible for any resulting costs, including the cost of correcting any incorrect or defective Work that results. Timely submission of a clear and complete RFI is essential to avoiding delay. Delay resulting from Contractor's failure to submit a timely and complete RFI to the Engineer is Non-Excusable Delay. If Contractor believes that City's response to an RFI justifies a change to the Contract Price or Contract Time, Contractor must perform the Work as directed, but may submit a timely Change Order request in accordance with the Contract Documents. (See Articles 5 and 6.)

(C) ***Figures and Dimensions.*** Figures control over scaled dimensions.

(D) ***Technical or Trade Terms.*** Any terms that have well-known technical or trade meanings will be interpreted in accordance with those meanings, unless otherwise specifically defined in the Contract Documents.

(E) **Measurements.** Contractor must verify all relevant measurements in the Contract Documents and at the Project site before ordering any material or performing any Work, and will be responsible for the correctness of those measurements or for costs that could have been avoided by independently verifying measurements.

(F) **Compliance with Laws.** The Contract Documents are intended to comply with Laws and will be interpreted to comply with Laws.

3.2 Order of Precedence. Information included in one Contract Document but not in another will not be considered a conflict or inconsistency. Unless otherwise specified in the Special Conditions, in case of any conflict or inconsistency among the Contract Documents, the following order of precedence will apply, beginning from highest to lowest, with the most recent version taking precedent over an earlier version:

- (A) Change Orders;
- (B) Addenda;
- (C) Contract;
- (D) Notice to Proceed;
- (E) Attachment B – Caltrans Contract Requirements (only if used);
- (F) Special Conditions;
- (G) General Conditions;
- (H) Payment and Performance Bonds;
- (I) Specifications;
- (J) Plans;
- (K) Notice of Award;
- (L) Notice Inviting Bids;
- (M) Attachment A – Caltrans Bidding Requirements (only if used);
- (N) Instructions to Bidders;
- (O) Community Workforce Agreement, if applicable;
- (P) Contractor's Bid Proposal and attachments;
- (Q) City Standards and City Specifications, as applicable; and
- (R) Any generic documents prepared by and on behalf of a third party, that were not prepared specifically for this Project, such as the Caltrans Standard Specifications.

3.3 Caltrans Standard Specifications and Standard Plans. Any reference to or incorporation of the Standard Specifications of the State of California, Department of Transportation ("Caltrans"), including "Standard Specifications," "Caltrans Specifications," "State Specifications," or "CSS," means the most current edition of Caltrans' Standard Specifications, unless otherwise specified ("Caltrans Standard Specifications"), including the most current amendments and revisions as of the date that Contractor's bid was submitted for this Project. Any reference to or incorporation of Caltrans' Standard Plans means the most current edition of Caltrans' Standard Plans, unless otherwise specified ("Caltrans Standard Plans"), including the most current amendments or revisions as of the date that Contractor's bid was submitted for this Project. The following provisions apply to use of or reference to the Caltrans Standard Specifications:

(A) **Limitations.** The "Division I General Provisions" of the Caltrans Standard Specifications, i.e., Division I (sections 1 through 9), do not apply to these Contract Documents with the exception of any specific provisions, if any, which are expressly stated to apply to these Contract Documents. Unless otherwise specified in the Specifications, the remaining Divisions of the Caltrans Standard Specifications, i.e., Division II through Division XII, are applicable to the extent relevant to the Work and are subject to any modifications set forth in the Specifications. A specific reference in the Specifications to a section from the Caltrans Standard Specifications will not be

construed as excluding other applicable sections from the Caltrans Standard Specifications.

(B) **Conflicts or Inconsistencies.** If there is a conflict or inconsistency between any provision in the Caltrans Standard Specifications and a provision of these Contract Documents, as determined by City, the provision in the Contract Documents will govern.

(C) **Meanings.** Terms used in the Caltrans Standard Specifications are to be interpreted as follows:

(1) Any reference to the "Engineer" or "Director" is deemed to mean the City Engineer.

(2) Any reference to the "Special Provisions" is deemed to mean the Specifications.

(3) Any reference to the "Department" or "State" is deemed to mean City.

(4) Any reference to "Laboratory" is deemed to mean the Materials Lab, or such other laboratory as may be authorized by the City.

3.4 For Reference Only. Contractor is responsible for the careful review of any document, study, or report provided by City or appended to the Contract Documents solely for informational purposes and identified as "For Reference Only." Nothing in any document, study, or report so appended and identified is intended to supplement, alter, or void any provision of the Contract Documents. Contractor is advised that the City or its representatives may be guided by information or recommendations included in such reference documents, particularly when making determinations as to the acceptability of proposed materials, methods, or changes in the Work. Any record drawings or similar final or accepted drawings or maps that are not part of the Contract Documents are deemed to be For Reference Only. The provisions of the Contract Documents are not modified by any perceived or actual conflict with provisions in any document that is provided For Reference Only.

3.5 Current Versions. Unless otherwise specified by the City, any reference to standard specifications, technical specifications, or any City or state codes or regulations means the latest specification, code, or regulation in effect on the date that bids were due.

3.6 Conformed Copies. If City prepares a conformed set of the Contract Documents following award of the Contract, it will provide Contractor with two hard copy (paper) sets and one copy of the electronic file in PDF format. It is Contractor's responsibility to ensure that all Subcontractors, including fabricators, are provided with the conformed set of the Contract Documents at Contractor's sole expense.

3.7 Ownership. No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

Article 4 - Bonds, Indemnity, and Insurance

4.1 Payment and Performance Bonds. Within ten days following issuance of the Notice of Award, Contractor is required to provide a payment bond and a performance bond, each

in the penal sum of not less than 100% of the Contract Price, and each executed by Contractor and its surety using the bond forms included with the Contract Documents.

(A) **Surety.** Each bond must be issued and executed by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Contractor must substitute a surety acceptable to City. If Contractor fails to substitute an acceptable surety within the specified time, City may, at its sole discretion, withhold payment from Contractor until the surety is replaced to City's satisfaction, or terminate the Contract for default.

(B) **Supplemental Bonds for Increase in Contract Price.** If the Contract Price increases during construction by five percent or more over the original Contract Price, Contractor must provide supplemental or replacement bonds within ten days of written notice from City pursuant to this Section, covering 100% of the increased Contract Price and using the bond forms included with the Contract Documents.

4.2 Indemnity. To the fullest extent permitted by law, Contractor must indemnify, defend, and hold harmless City, its Council, officers, officials, employees, agents, volunteers, and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, causes of action, demands, charges, fines, costs, and expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, fees and costs of litigation or arbitration, and fees and expenses incurred in enforcing this Section) (collectively, "Liability") of every nature arising out of or in connection with the acts or omissions of Contractor, its employees, Subcontractors, representatives, or agents, in bidding or performing the Work or in failing to comply with any obligation of Contractor under the Contract, except such Liability caused by the active negligence, sole negligence, or willful misconduct of an Indemnitee. This indemnity requirement applies to any Liability arising from alleged defects in the content or manner of submission of Contractor's bid for the Contract. Contractor's failure or refusal to timely accept a tender of defense pursuant to this Contract will be deemed a material breach of the Contract. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. Contractor waives any right to express or implied indemnity against any Indemnitee. Contractor's indemnity obligations under this Contract will survive the expiration or any early termination of the Contract.

4.3 Insurance. No later than ten days following issuance of the Notice of Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work. The required insurance must remain in full force and effect at all times during the period covered by the Contract through the date of City's acceptance of the Project, except as specified for commercial general liability insurance in subsection (A)(1), below, which requires a longer duration. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A-" or better and a financial size rating of "VII" or better. Each certificate of insurance must identify this Contract by the Project number and state: "The listed insurance policies include endorsements as required by contract." The City may, but has no obligation to, review insurance policies submitted by Contractor. The City's failure to demand evidence of full compliance with the insurance requirements set forth in this Contract or the City's failure to identify any insurance deficiency will not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance in accordance with this Section. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such

coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance, or Contractor's failure to procure and maintain the required insurance, will not be construed to limit Contractor's liability under this Contract. The procurement of the required insurance will not be construed to fulfill Contractor's indemnification obligations under this Contract.

(A) ***Policies and Limits.*** The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:

(1) ***Commercial General Liability ("CGL") Insurance:*** The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form with coverage at least as broad as ISO CG 00 01, and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protective coverage, contractual liability, products liability, completed operations, and broad form property damage, with limits of at least \$5,000,000 per occurrence and at least \$5,000,000 general aggregate. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements. The products liability and completed operations coverage must continue for a period of three years following City's acceptance of the Project.

(2) ***Automobile Liability Insurance:*** The automobile liability insurance policy must provide coverage of at least \$3,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired, owned, and non-owned auto liability. Coverage must be at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1).

(3) ***Workers' Compensation Insurance and Employer's Liability:*** The workers' compensation and employer's liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least \$1,000,000 or as otherwise required by statute, per accident for bodily injury or disease. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

(4) ***Pollution Liability Insurance:*** The pollution liability insurance policy must provide coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work. If the Work involves lead-based paint or asbestos identification and/or remediation, the pollution liability insurance policy must not contain lead-based paint or asbestos exclusions. If the Work involves mold identification, the pollution liability policy must not contain a mold exclusion and the definition of "pollution" in the policy must include microbial matter, including mold.

(5) ***Builder's Risk Insurance:*** The builder's risk insurance policy must be issued on an occurrence basis, for all-risk or "all perils" coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City, without co-insurance provisions. Contractor must name City as loss payee.

(B) **Notice.** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days prior written notice to City, unless due to non-payment of premiums, in which case ten days prior written notice must be made to City.

(C) **Waiver of Subrogation.** Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against City.

(D) **Required Endorsements.** The CGL policy, automobile liability policy, pollution liability policy, and builder's risk policy must include the following specific endorsements:

(1) The City of Santa Rosa, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. Coverage for an Additional Insured will not be limited to the Additional Insured's vicarious liability. The additional insured endorsement must be provided using ISO forms at least as broad as CG 20 10 04 13 or 20 38 04 13 (ongoing operations) and CG 20 37 04 13 (completed operations), or equivalent form(s) approved by the City.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss. This endorsement must be provided using ISO form CG 20 01 04 13 or an equivalent form approved by the City.

(4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(E) **Contractor's Responsibilities.** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage. Contractor's insurance coverage applies to the full extent of the policies, and nothing contained herein will be construed to limit the application of such coverage.

(F) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of \$10,000 are subject to approval by the City's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the City's Risk Manager determines that the deductibles are unacceptably high, at City's option, Contractor must either reduce or eliminate the deductibles as they apply to City and all required Additional

Insured; or must provide a financial guarantee, to City's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

(G) **Subcontractors.** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the City's Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon request by the City, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor's insurance obligations.

Article 5 - Contract Time

5.1 Time is of the Essence. Time is of the essence in Contractor's performance and completion of the Work, and Contractor must diligently prosecute the Work and complete it within the Contract Time.

(A) **General.** Contractor must commence the Work on the date indicated in the Notice to Proceed and must fully complete the Work in strict compliance with all requirements of the Contract Documents and within the Contract Time. Contractor may not begin performing the Work before the date specified in the Notice to Proceed.

(B) **Authorization.** Contractor is not entitled to compensation or credit for any Work performed before the date specified in the Notice to Proceed, with the exception of any schedules, submittals, or other requirements, if any, that must be provided or performed before issuance of the Notice to Proceed.

(C) **Rate of Progress.** Contractor and its Subcontractors must, at all times, provide workers, materials, and equipment sufficient to maintain the rate of progress necessary to ensure full completion of the Work within the Contract Time. Contractor will diligently prosecute the Work to minimize the public's exposure to construction activities. If City determines that Contractor is failing to prosecute the Work at a sufficient rate of progress, City may, in its sole discretion, direct Contractor to provide additional workers, materials, or equipment, or to work additional hours or days without additional cost to City, in order to achieve a rate of progress satisfactory to City. If Contractor fails to comply with City's directive in this regard, City may, at Contractor's expense, separately contract for additional workers, materials, or equipment or use City's own forces to achieve the necessary rate of progress. Alternatively, City may terminate the Contract based on Contractor's default.

5.2 Schedule Requirements. Contractor must prepare all schedules using standard, commercial scheduling software acceptable to the Engineer, and must provide the schedules in electronic and paper form as requested by the Engineer. Contractor must provide the Engineer with a license for use of Contractor's scheduling software, unless otherwise specified by the Engineer. In addition to the general scheduling requirements set forth below, Contractor must also comply with any scheduling requirements included in the Special Conditions or in the Technical Specifications.

(A) **Baseline (As-Planned) Schedule.** Within ten calendar days following City's issuance of the Notice to Proceed (or as otherwise specified in the Notice to Proceed), Contractor must submit to City for review and acceptance a baseline (as-planned) schedule using critical path methodology showing in detail how Contractor plans to perform and fully complete the Work within the Contract Time, including labor, equipment, materials, and fabricated items. The baseline schedule must show the order of the major items of Work and the dates of start and completion of each item, including when the materials and equipment will be procured. The schedule must also include the work of all trades, reflecting anticipated labor or crew hours and equipment loading for the construction activities, and must be sufficiently comprehensive and detailed to enable progress to be monitored on a day-by-day basis. For each activity, the baseline schedule must be dated, provided in the format specified in the Contract Documents or as required by City, and must include, at a minimum, a description of the activity, the start and completion dates of the activity, and the duration of the activity.

(1) **Specialized Materials Ordering.** Within five calendar days following issuance of the Notice to Proceed, Contractor must order any specialized material or equipment for the Work that is not readily available from material suppliers. Contractor must also retain documentation of the purchase order date(s).

(2) **High Dollar or Long Duration Projects.** In addition to the requirements set forth above, if the Contract Price is \$5,000,000 or more or if the Contract Time is 100 Working Days or more, Contractor's baseline (as-planned) schedule must include the following: the start and completion dates for submittal development, submittal review, milestones and constraints, equipment and plant setup, interfaces with outside entities, erection and removal of falsework and shoring, test periods, major traffic stage change, and final cleanup; logical links between time-scaled Work activities; controlling activities; at least 50 but no more than 500 activities, unless otherwise specified or authorized by the Engineer; alphanumeric activity identification and activity description system for labeling Work activities; identification code for each activity for responsibility, stage, Work shifts, location, and bid items; activity durations of at least one Working Day and no more than 20 Working Days for each activity, unless otherwise authorized by the Engineer; and float as the predecessor activity to Final Completion. Each activity description must indicate its associated scope or location of Work.

(B) **City's Review of Schedules.** City will review and may note exceptions to the baseline schedule, and to the progress schedules submitted as required below, to assure completion of the Work within the Contract Time. Contractor is solely responsible for resolving any exceptions noted in a schedule and, within seven days, must correct the schedule to address the exceptions. City's review or acceptance of Contractor's schedules will not operate to waive or limit Contractor's duty to complete the Project within the Contract Time, nor to waive or limit City's right to assess liquidated damages for Contractor's unexcused failure to do so.

(C) **Progress Schedules.** After City accepts the final baseline schedule with no exceptions, Contractor must submit an updated progress schedule and three-week look-ahead schedule, in the format specified by City, for review and acceptance with each application for a progress payment, or when otherwise specified by City, until completion of the Work. The updated progress schedule must: show how the actual progress of the Work as constructed to date compares to the baseline schedule; reflect any proposed changes in the construction schedule or method of operations, including to achieve Project milestones within the Contract Time; and identify any actual or potential impacts to the critical path. Contractor must also submit periodic reports to City of any changes in the projected material or equipment delivery dates for the Project.

(1) **Float.** The progress schedule must show early and late completion dates for each task. The number of days between those dates will be designated as the "float." Any float belongs to the Project and may be allocated by the Engineer to best serve timely completion of the Project.

(2) **Failure to Submit Schedule.** Reliable, up-to-date schedules are essential to efficient and cost-effective administration of the Project and timely completion. If Contractor fails to submit a schedule within the time periods specified in this Section or submits a schedule to which City has noted exceptions that are not corrected, City may withhold up to five percent from payment(s) otherwise due to Contractor until the exceptions are resolved, the schedule is corrected and resubmitted, and City has accepted the schedule. In addition, Contractor's failure to comply with the schedule requirements in this Section 5.2 will be deemed a material default and a waiver of any claims for Excusable Delay or loss of productivity arising during any period when Contractor is out of compliance, subject only to the limits of Public Contract Code § 7102.

(D) **Recovery Schedule.** If City determines that the Work is more than one week behind schedule, within seven days following written notice of such determination, Contractor must submit a recovery schedule, showing how Contractor intends to perform and complete the Work within the Contract Time, based on actual progress to date.

(E) **Effect of Acceptance.** Contractor and its Subcontractors must perform the Work in accordance with the most current City-accepted schedule unless otherwise directed or approved by City. If Contractor wants to perform non-critical Work activities that are out of sequence with the current City-accepted schedule, Contractor must notify and request approval from the Engineer in advance of performance of any such activities. Performance of any such Work must not impact the critical path Work activities. City's acceptance of a schedule does not operate to extend the time for completion of the Work or any component of the Work and will not affect City's right to assess liquidated damages for Contractor's unexcused delay in completing the Work within the Contract Time.

(F) **Posting.** Contractor must at all times prominently post a copy of the most current City-accepted progress or recovery schedule in its on-site office.

(G) **Reservation of Rights.** City reserves the right to direct the sequence in which the Work must be performed or to make changes in the sequence of the Work in order to facilitate the performance of work by City or others, to facilitate City's use of its property, or to minimize the public's exposure to construction activities. The Contract Time or Contract Price may be adjusted to the extent such changes in sequence actually increase or decrease Contractor's time or cost to perform the Work.

(H) **Authorized Working Days and Times.** Contractor is limited to working Monday through Friday, excluding holidays observed by City, with noise generating activities limited to 7:00 a.m. to 7:00 p.m. and vehicular traffic impacts limited to 8:30 a.m. to 4:30 p.m., except as provided in the Special Conditions or as authorized in writing by City. City reserves the right to charge Contractor for additional costs incurred by City due to Work performed on days or during hours not expressly authorized in the Contract Documents, including reimbursement of costs incurred for inspection, testing, and construction management services.

5.3 Delay and Extensions of Contract Time.

(A) **Notice of Delay.** If Contractor becomes aware of any actual or potential delay affecting the critical path, Contractor must promptly notify the Engineer in writing, regardless of the nature or cause of the delay, so that City has a reasonable opportunity to mitigate or avoid the delay.

(B) **Excusable Delay.** The Contract Time may be extended if Contractor encounters "Excusable Delay," which is an unavoidable delay in completing the Work within the Contract Time due to causes completely beyond Contractor's control, and which Contractor could not have avoided or mitigated through reasonable care, planning, foresight, or diligence, provided that Contractor is otherwise fully performing its obligations under the Contract Documents. Grounds for Excusable Delay may include fire, natural disasters including earthquake or unusually severe weather, acts of terror or vandalism, epidemic, unforeseeable adverse government actions, unforeseeable actions of third parties, encountering unforeseeable hazardous materials, unforeseeable site conditions, or suspension for convenience under Article 13. The Contract Time will not be extended based on circumstances which will not unavoidably delay completing the Work within the Contract Time based on critical path analysis.

(C) **Weather Delays.** A "Weather Delay Day" is a Working Day during which Contractor and its forces, including Subcontractors, are unable to perform more than 40% of the critical path Work scheduled for that day due to adverse weather conditions which impair the ability to safely or effectively perform the scheduled critical path Work that day. Adverse weather conditions may include rain, saturated soil, and Project site clean-up required due to adverse weather. Determination of what constitutes critical path Work scheduled for that day will be based on the most current, City-approved schedule. Contractor will be entitled to a non-compensable extension of the Contract Time for each Weather Delay Day in excess of the normal Weather Delay Days within a given month as determined by reliable records, including monthly rainfall averages, for the preceding ten years (or as otherwise specified in the Special Conditions or Specifications).

(1) Contractor must fully comply with the applicable procedures in Articles 5 and 6 of the General Conditions regarding requests to modify the Contract Time.

(2) Contractor will not be entitled to an extension of time for a Weather Delay Day to the extent Contractor is responsible for concurrent delay on that day.

(3) Contractor must take reasonable steps to mitigate the consequences of Weather Delay Days, including prudent workforce management and protecting the Work, Project Site, materials, and equipment.

(D) **Non-Excusable Delay.** Delay which Contractor could have avoided or mitigated through reasonable care, planning, foresight, or diligence is "Non-Excusable Delay." Contractor is not entitled to an extension of Contract Time or any compensation for Non-Excusable Delay, or for Excusable Delay that is concurrent with Non-Excusable Delay. Non-Excusable Delay includes delay caused by:

(1) weather conditions which are normal for the location of the Project, as determined by reliable records, including monthly rainfall averages, for the preceding ten years;

(2) Contractor's failure to order equipment and materials sufficiently in advance of the time needed for completion of the Work within the Contract Time;

(3) Contractor's failure to provide adequate notification to utility companies or agencies for connections or services necessary for completion of the Work within the Contract Time;

(4) foreseeable conditions which Contractor could have ascertained from reasonably diligent inspection of the Project site or review of the Contract Documents or other information provided or available to Contractor;

(5) Contractor's failure, refusal, or financial inability to perform the Work within the Contract Time, including insufficient funds to pay its Subcontractors or suppliers;

(6) performance or non-performance by Contractor's Subcontractors or suppliers;

(7) the time required to respond to excessive RFIs (see Section 2.5(G));

(8) delayed submission of required submittals, or the time required for correction and resubmission of defective submittals;

(9) time required for repair of, re-testing, or re-inspection of defective Work;

(10) enforcement of Laws by City, or outside agencies with jurisdiction over the Work; or

(11) City's exercise or enforcement of any of its rights or Contractor's duties pursuant to the Contract Documents, including correction of defective Work, extra inspections or testing due to non-compliance with Contract requirements, safety compliance, environmental compliance, or rejection and return of defective or deficient submittals.

(E) **Compensable Delay.** Pursuant to Public Contract Code § 7102, in addition to entitlement to an extension of Contract Time, Contractor is entitled to compensation for costs incurred due to delay caused solely by City, when that delay is unreasonable under the circumstances involved and not within the contemplation of the parties ("Compensable Delay"). Contractor is not entitled to an extension of Contract Time or recovery of costs for Compensable Delay that is concurrent with Non-Excusable Delay. Delay due to Weather Delay Days in excess of normal for a given month, as set forth in Section 5.3(C), is not Compensable Delay, and will only entitle Contractor to an extension of time commensurate with the time lost due to such delay.

(F) **Recoverable Costs.** Contractor is not entitled to compensation for Excusable Delay unless it is Compensable Delay, as defined above. Contractor is entitled to recover only the actual, direct, reasonable, and substantiated costs ("Recoverable Costs") for each working day that the Compensable Delay prevents Contractor from proceeding with more than 50% of the critical path Work scheduled for that day, based on the most recent progress schedule accepted by City. Recoverable Costs will not include home office overhead or lost profit.

(G) **Request for Extension of Contract Time or Recoverable Costs.** A request for an extension of Contract Time or any associated Recoverable Costs must be submitted in writing to City within 14 calendar days of the date the delay is first encountered, even if the duration of the delay is not yet known at that time, or any entitlement to the Contract Time extension or to the Recoverable Costs will be deemed waived. In addition to complying with the requirements of this Article 5, the request must be submitted in compliance with the Change Order request procedures in Article 6 below. Strict

compliance with these requirements is necessary to ensure that any delay or consequences of delay may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project and timely performance of the Work. Any request for an extension of Contract Time or Recoverable Costs that does not strictly comply with all of the requirements of Article 5 and Article 6 will be deemed waived.

(1) *Required Contents.* The request must include a detailed description of the cause(s) of the delay and must also describe the measures that Contractor has taken to mitigate the delay and/or its effects, including efforts to mitigate the cost impact of the delay, such as by workforce management or by a change in sequencing. If the delay is still ongoing at the time the request is submitted, the request should also include Contractor's plan for continued mitigation of the delay or its effects.

(2) *Delay Days and Costs.* The request must specify the number of days of Excusable Delay claimed or provide a realistic estimate if the duration of the delay is not yet known. If Contractor believes it is entitled to Recoverable Costs for Compensable Delay, the request must specify the amount and basis for the Recoverable Costs that are claimed or provide a realistic estimate if the amount is not yet known. Any estimate of delay duration or cost must be updated in writing and submitted with all required supporting documentation as soon as the actual time and cost is known. The maximum extension of Contract Time will be the number of days, if any, by which an Excusable Delay or a Compensable Delay exceeds any concurrent Non-Excusable Delay. Contractor is entitled to an extension of Contract Time, or compensation for Recoverable Costs, only if, and only to the extent that, such delay will unavoidably delay Final Completion.

(3) *Supporting Documentation.* The request must also include any and all supporting documentation necessary to evidence the delay and its actual impacts, including scheduling and cost impacts with a time impact analysis using critical path methodology and demonstrating the unavoidable delay to Final Completion. The time impact analysis must be submitted in a form or format acceptable to City.

(4) *Burden of Proof.* Contractor has the burden of proving that: the delay was an Excusable Delay or Compensable Delay, as defined above; Contractor has fully complied with its scheduling obligations in Section 5.2, Schedule Requirements; Contractor has made reasonable efforts to mitigate the delay and its schedule and cost impacts; the delay will unavoidably result in delaying Final Completion; and any Recoverable Costs claimed by Contractor were actually incurred and were reasonable under the circumstances.

(5) *Legal Compliance.* Nothing in this Section 5.3 is intended to require the waiver, alteration, or limitation of the applicability of Public Contract Code § 7102.

(6) *No Waiver.* Any grant of an extension of Contract Time, or compensation for Recoverable Costs due to Compensable Delay, will not operate as a waiver of City's right to assess liquidated damages for Non-Excusable Delay.

(7) *Dispute Resolution.* In the event of a dispute over entitlement to an extension of Contract Time or compensation for Recoverable Costs, Contractor may not stop Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work. Contractor's sole recourse for an unresolved dispute based on City's rejection of a Change Order request for an extension of Contract

Time or compensation for Recoverable Costs is to comply with the dispute resolution provisions set forth in Article 12 below.

5.4 Liquidated Damages. It is expressly understood that if Final Completion is not achieved within the Contract Time, City will suffer damages from the delay that are difficult to determine and accurately specify. Pursuant to Public Contract Code § 7203, if Contractor fails to achieve Final Completion within the Contract Time due to Contractor's Non-Excusable Delay, City will charge Contractor in the amount specified in the Contract for each calendar day that Final Completion is delayed beyond the Contract Time, as liquidated damages and not as a penalty. Any waiver of accrued liquidated damages, in whole or in part, is subject to approval of the City Council or its authorized delegate.

(A) **Liquidated Damages.** Liquidated damages will not be assessed for any Excusable Delay or Compensable Delay, as set forth above.

(B) **Milestones.** Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents.

(C) **Setoff.** City is entitled to deduct the amount of liquidated damages assessed against any payments otherwise due to Contractor, including progress payments, Final Payment, or unreleased retention. If there are insufficient Contract funds remaining to cover the full amount of liquidated damages assessed, City is entitled to recover the balance from Contractor or its performance bond surety.

(D) **Occupancy or Use.** Occupancy or use of the Project in whole or in part prior to Final Completion does not constitute City's acceptance of the Project and will not operate as a waiver of City's right to assess liquidated damages for Contractor's Non-Excusable Delay in achieving Final Completion.

(E) **Other Remedies.** City's right to liquidated damages under this Section applies only to damages arising from Contractor's Non-Excusable Delay or failure to complete the Work within the Contract Time. City retains its right to pursue all other remedies under the Contract for other types of damage, including damage to property or persons, costs or diminution in value from defective materials or workmanship, costs to repair or complete the Work, or other liability caused by Contractor.

Article 6 - Contract Modification

6.1 Contract Modification. Subject to the limited exception set forth in subsection (D) below, any change in the Work or the Contract Documents, including the Contract Price or Contract Time, will not be a valid and binding change to the Contract unless it is formalized in a Change Order, including a "no-cost" Change Order or a unilateral Change Order. Changes in the Work pursuant to this Article 6 will not operate to release, limit, or abridge Contractor's warranty obligations pursuant to Article 11 or any obligations of Contractor's bond sureties.

(A) **City-Directed Changes.** City may direct changes in the scope or sequence of Work or the requirements of the Contract Documents, without invalidating the Contract. Such changes may include Extra Work as set forth in subsection (C) below, or deletion or modification of portions of the Work. Contractor must promptly comply with City-directed changes in the Work in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement as to adjustments to the Contract Price or Contract Time for the change in the Work or for the Extra Work. Contractor is not entitled to extra compensation for cost savings resulting from "value engineering"

pursuant to Public Contract Code § 7101, except to the extent authorized in advance by City in writing, and subject to any applicable procedural requirements for submitting a proposal for value engineering cost savings.

(B) **Disputes.** In the event of a dispute over entitlement to or the amount of a change in Contract Time or a change in Contract Price related to a City-directed change in the Work, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute. Likewise, in the event that City and Contractor dispute whether a portion or portions of the Work are already required by the Contract Documents or constitute Extra Work, or otherwise dispute the interpretation of any portion(s) of the Contract Documents, Contractor must perform the Work as directed and may not delay its Work or cease Work pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work, including the Work in dispute, as directed by City. If Contractor refuses to perform the Work in dispute, City may, acting in its sole discretion, elect to delete the Work from the Contract and reduce the Contract Price accordingly, and self-perform the Work or direct that the Work be performed by others. Alternatively, City may elect to terminate the Contract for convenience or for cause. Contractor's sole recourse for an unresolved dispute related to changes in the Work or performance of any Extra Work is to comply with the dispute resolution provisions set forth in Article 12, below.

(C) **Extra Work.** City may direct Contractor to perform Extra Work related to the Project. Contractor must promptly perform any Extra Work as directed or authorized by City in accordance with the original Contract Documents, even if Contractor and City have not yet reached agreement on adjustments to the Contract Price or Contract Time for such Extra Work. If Contractor believes it is necessary to perform Extra Work due to changed conditions, Contractor must notify the Engineer in writing, within one Working Day following the date the Contractor first encounters the circumstances giving rise to Contractor's contention that Extra Work is necessary. Contractor's written notice must specifically identify the Extra Work and the reason(s) the Contractor believes it is Extra Work. This notification requirement does not constitute a Change Order request pursuant to Section 6.2, below. Contractor must maintain detailed daily records that itemize the cost of each element of Extra Work, and sufficiently distinguish the direct cost of the Extra Work from the cost of other Work performed. For each day that Contractor performs Extra Work, or Work that Contractor contends is Extra Work, Contractor must submit, by no later than close of business on that same Working Day, a daily report of the Extra Work performed that day, signed by the City and Contractor, identifying the labor, materials, and equipment used in the Extra Work ("Extra Work Report"). The Engineer may make any adjustments to Contractor's Extra Work Report(s) based on the Engineer's records of the Work. The Extra Work Report enables the parties to document and track the Extra Work, or Work that the Contractor contends is Extra Work. City's signature on the Extra Work Report is intended solely to document City's receipt of the Extra Work Report; it does not constitute any acknowledgement, acceptance, or approval of the Extra Work by City. To request compensation for Extra Work, Contractor must comply with the requirements in Section 6.2, below, including submission of the Extra Work Reports and a breakdown of the costs related to the Extra Work, together with copies of certified payroll, invoices, and other documentation substantiating the costs. Failure to submit the Extra Work Report by close of business on the same Working Day as the Extra Work is deemed a full and complete waiver for any change in the Contract Price or Contract Time for any Extra Work performed that day.

(D) **Minor Changes and RFIs.** Minor field changes, including RFI replies from City, that do not affect the Contract Price or Contract Time and that are approved by the

Engineer acting within his or her scope of authority, do not require a Change Order. By executing an RFI reply from City, Contractor agrees that it will perform the Work as clarified therein, with no change to the Contract Price or Contract Time.

(E) **Remedy for Non-Compliance.** Contractor's failure to promptly comply with a City-directed change is deemed a material breach of the Contract, and in addition to all other remedies available to it, City may, at its sole discretion, hire another contractor or use its own forces to complete the disputed Work at Contractor's sole expense, and may deduct the cost from the Contract Price.

6.2 Contractor Change Order Requests. Contractor must submit a request or proposal for a change in the Work, compensation for Extra Work, or a change in the Contract Price or Contract Time as a written Change Order request or proposal.

(A) **Time for Submission.** Any request for a change in the Contract Price or the Contract Time must be submitted in writing to the Engineer within 14 calendar days of the date that Contractor first encounters the circumstances, information or conditions giving rise to the Change Order request, even if the total amount of the requested change in the Contract Price or impact on the Contract Time is not yet known at that time. If City requests that Contractor propose the terms of a Change Order, unless otherwise specified in City's request, Contractor must provide the Engineer with a written proposal for the change in the Contract Price or Contract Time within five working days of receiving City's request, in a form satisfactory to the Engineer.

(B) **Required Contents.** Any Change Order request or proposal submitted by Contractor must include a complete breakdown of actual or estimated costs and credits, and must itemize labor, materials, equipment, taxes, insurance, subcontract amounts, and, if applicable, Extra Work Reports. Any estimated cost must be updated in writing as soon as the actual amount is known.

(C) **Required Documentation.** All claimed costs must be fully documented, and any related request for an extension of time or delay-related costs must be included at that time and in compliance with the requirements of Article 5 of the General Conditions. Upon request, Contractor must permit City to inspect its original and unaltered bidding records, subcontract agreements, subcontract change orders, purchase orders, invoices, or receipts associated with the claimed costs.

(D) **Required Form.** Contractor must use City's form(s) for submitting all Change Order requests or proposals, unless otherwise specified by City.

(E) **Certification.** All Change Order requests must be signed by Contractor and must include the following certification:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Change Order request are true and correct. Contractor warrants that this Change Order request is comprehensive and complete as to the Work or changes referenced herein, and agrees that any known or foreseeable costs, expenses, or time extension requests not included herein, are deemed waived."

6.3 Adjustments to Contract Price. The amount of any increase or decrease in the Contract Price will be determined based on one of the following methods listed below, in the order listed with unit pricing taking precedence over the other methods. Markup applies only to City-authorized time and material Work and does not apply to any other payments to Contractor. For Work items or components that are deleted in their entirety,

Contractor will only be entitled to compensation for those direct, actual, and documented costs (including restocking fees), reasonably incurred before Contractor was notified of the City's intent to delete the Work, with no markup for overhead, profit, or other indirect costs.

(A) **Unit Pricing.** Amounts previously provided by Contractor in the form of unit prices, either in a bid schedule or in a post-award schedule of values pursuant to Section 8.1, Schedule of Values, will apply to determine the price for the affected Work, to the extent applicable unit prices have been provided for that type of Work. No additional markup for overhead, profit, or other indirect costs will be added to the calculation.

(B) **Lump Sum.** A mutually agreed upon, all-inclusive lump sum price for the affected Work with no additional markup for overhead, profit, or other indirect costs.

(C) **Time and Materials.** On a time and materials basis, if and only to the extent compensation on a time and materials basis is expressly authorized by City in advance of Contractor's performance of the Work and subject to any not-to-exceed limit. Time and materials compensation for increased costs or Extra Work (but not decreased costs or deleted Work) will include allowed markup for overhead, profit, and other indirect costs, calculated as the total of the following sums, the cumulative total of which may not exceed the maximum markup rate of 15% (excluding bond or insurance premium markup):

(1) All direct labor costs provided by the Contractor, excluding superintendence, project management, or administrative costs, plus 15% markup;

(2) All direct material costs provided by the Contractor, including sales tax, plus 15% markup;

(3) All direct plant and equipment rental costs provided by the Contractor, plus 15% markup;

(4) All actual direct labor, material, and equipment costs for Work performed by Subcontractors, plus markup on those costs not to exceed 10% of the cumulative total of those actual direct costs, regardless of the number of subcontract tiers; and

(5) Increased bond and insurance premium costs computed at 1.5% of the total of the previous four sums.

6.4 Unilateral Change Order. If the parties dispute the terms of a proposed Change Order, including disputes over the amount of compensation or extension of time that Contractor has requested, the value of deleted or changed Work, what constitutes Extra Work, or quantities used, City may elect to issue a unilateral Change Order, directing performance of the Work, and authorizing a change in the Contract Price or Contract Time for the adjustment to compensation or time that the City believes is merited. Contractor's sole recourse to dispute the terms of a unilateral Change Order is to submit a timely Claim pursuant to Article 12, below.

6.5 Non-Compliance Deemed Waiver. Contractor waives its entitlement to any increase in the Contract Price or Contract Time if Contractor fails to fully comply with the provisions of this Article. Contractor will not be paid for unauthorized Extra Work.

Article 7 - General Construction Provisions

7.1 Permits, Fees, Licenses, Certificates, and Taxes.

(A) **Fees, Licenses, Certificates, and Permits.** Contractor must obtain and pay for all fees, licenses, and certificates required to perform the Work, including a City business tax certificate. Contractor must obtain all permits required to perform the Work. Contractor is not responsible for the fees associated with obtaining permits unless otherwise specified in the Special Conditions or Specifications. Contractor must cooperate with and provide notifications to all government agencies with jurisdiction over the Project, as may be required. Contractor must provide City with copies of all records of permits and permit applications, payment of required fees, and any licenses and certificates required for the Work.

(B) **Taxes.** Contractor must pay for all taxes on labor, material, and equipment, except Federal Excise Tax to the extent that City is exempt from Federal Excise Tax.

7.2 Temporary Facilities.

Contractor must provide, at Contractor's sole expense, any and all temporary facilities for the Project, including an onsite staging area for materials and equipment, a field office, sanitary facilities, utilities, storage, scaffolds, barricades, walkways, and any other temporary structure required to safely perform the Work along with any incidental utility services. The location of all temporary facilities must be approved by the City prior to installation. Temporary facilities must be safe and adequate for the intended use and installed and maintained in accordance with Laws and the Contract Documents. Contractor must fence and screen the Project site and, if applicable, any separate Worksites, including the staging area, and its operation must minimize inconvenience to neighboring properties. Additional provisions pertaining to temporary facilities are set forth in this Article 7 and may also be included in the Specifications or Special Conditions.

(A) **Utilities.** Contractor must install and maintain the power, water, sewer, and all other utilities required for the Project site and performance of the Work, including the piping, wiring, internet and Wi-Fi connections, and any related equipment necessary to maintain the temporary facilities. Contractor may obtain water from the City's water system or from a source other than City's water system, if approved in advance by the Engineer. Before obtaining water from the City's water system, Contractor must obtain a Water Use Permit from the Water Department and rent a hydrant or bridge meter. Contractor is responsible for the cost of all water and all related deposits, permits, and fees. Contractor is prohibited from operating gate valves or fire hydrants on the City's water system. The acquisition of water from the City's water system through un-metered hydrants or other facilities is a violation of Laws. Citations and fines may be levied for violation of these and other utility regulations and may be deducted from payment otherwise due Contractor.

(B) **Removal and Repair.** Contractor must promptly remove all such temporary facilities when they are no longer needed or upon completion of the Work, whichever comes first. Contractor must promptly repair any damage to City's property or to other property caused by the installation, use, or removal of the temporary facilities, and must promptly restore the property to its original or intended condition.

7.3 Noninterference and Site Management.

Contractor must avoid interfering with City's use of its property at or adjacent to the Project site, including use of roadways, entrances, parking areas, walkways, and structures. Contractor must also minimize disruption of access to private property in the Project vicinity. Contractor must coordinate with affected property owners, tenants, and businesses, and maintain some vehicle and pedestrian

access to their residences or properties at all times. Temporary access ramps, fencing or other measures must be provided as needed. Before blocking access to a private driveway or parking lot, Contractor must provide effective notice to the affected parties at least 48 hours in advance of the pending closure and allow them to remove vehicles. Private driveways, residences and parking lots must have access to a roadway during non-Work hours. Property owners, tenants, and businesses must have full access to their driveways during non-Work hours. The Engineer may, at any time, direct or approve of opening completed sections of surfacing, pavement, or structure roadway surface for public use.

(A) **Offsite Acquisition.** Unless otherwise provided by City, Contractor must acquire, use, and dispose of, at its sole expense, any Worksites, licenses, easements, and temporary facilities necessary to access and perform the Work.

(B) **Offsite Staging Area and Field Office.** If additional space beyond the Project site is needed, such as for the staging area or the field office, Contractor may need to make arrangements with the nearby property owner(s) to secure the space and obtain a temporary use permit, in accordance with City Code § 20-52.040. Before using or occupying any property owned by a third party, Contractor must provide City with a copy of the necessary license agreement, easement, or other written authorization from the property owner, together with a written release from the property owner holding City harmless from any related liability, in a form acceptable to the City Attorney.

(C) **Traffic Management.** Contractor must provide traffic management and traffic controls as specified in the Contract Documents, as required by Laws, and as otherwise required to ensure public and worker safety, and to avoid interference with public or private operations or the normal flow of vehicular, bicycle, and pedestrian traffic.

(D) **Railroad Property.** Sonoma-Marín Area Rail Transit (“SMART”) maintains railroad property within the City. Contractor will not interfere with railroad operations or perform Work on or adjacent to railroad property unless Contractor has obtained an encroachment permit from SMART. Contractor is responsible for obtaining an encroachment permit from SMART if necessary for the Work or for Contractor’s traffic control. Contractor will not be entitled to an extension of time or additional compensation to obtain the SMART permit. For any excavation on or affecting railroad property, Contractor must submit Work plans to the City and SMART, if requested by SMART, showing the system to be used to protect the railroad facilities. Contractor will prevent material, equipment, and debris from falling onto railroad property.

(E) **Third Party Material Sourcing and Disposal.** If Contractor intends to procure materials from or dispose of materials on any property owned by a third party, before procuring material or disposing of material, Contractor must provide City with a copy of the agreement between Contractor and the third party authorizing the use of the property and absolving the City from responsibility in connection with the property. Contractor must obtain authorization from the third party to start sourcing or disposing of material on the property. As a condition precedent to Final Completion, Contractor must submit a document to the City, signed by the third party property owner, stating that the Contractor complied with its agreement with the third party.

7.4 Signs. No signs may be displayed on or about City’s property, except signage which is required by Laws or by the Contract Documents, without City’s prior written approval as to size, design, and location.

7.5 Project Site and Nearby Property Protections.

(A) **General.** Contractor is responsible at all times, on a 24-hour basis and at its sole cost, for protecting the Work, the Project site, and the materials and equipment to be incorporated into the Work, until the City has accepted the Project, excluding any exceptions to acceptance, if any. Except as specifically authorized by City, Contractor must confine its operations to the area of the Project site indicated in the Plans and Specifications. Contractor is liable for any damage caused by Contractor or its Subcontractors to the Work, City's property, the property of adjacent or nearby property owners and the work or personal property of other contractors working for City, including damage related to Contractor's failure to adequately secure the Work or any Worksite.

(1) Subject to City's approval, Contractor will provide and install safeguards to protect the Work; any Worksite, including the Project site; City's real or personal property and the real or personal property of adjacent or nearby property owners, including plant and tree protections.

(2) City wastewater systems may not be interrupted. If the Work disrupts existing sewer facilities, Contractor must immediately notify City and establish a plan, subject to City's approval, to convey the sewage in closed conduits back into the sanitary sewer system. Sewage must not be permitted to flow in trenches or be covered by backfill.

(3) Contractor must remove with due care, and store at City's request, any objects or material from the Project site that City will salvage or reuse at another location.

(4) If directed by Engineer, Contractor must promptly repair or replace any property damage, as specified by the Engineer. However, acting in its sole discretion, City may elect to have the property damage remedied otherwise, and may deduct the cost to repair or replace the damaged property from payment otherwise due to Contractor.

(5) Contractor will not permit any structure or infrastructure to be loaded in a manner that will damage or endanger the integrity of the structure or infrastructure.

(6) All valves, hydrants, and other appurtenances of the City's water system that are the property of City and removed by Contractor in the performance of the Work must be delivered to City's Municipal Services Center (55 Stony Point Road) as a condition precedent to Final Completion, unless Contractor has obtained specific written approval from the Water Department to dispose of the items.

(B) **Securing Project Site.** After completion of Work each day, Contractor must secure the Project site and, to the extent feasible, make the area reasonably accessible to the public unless City approves otherwise. All excess materials and equipment not protected by approved traffic control devices must be relocated to the staging area or demobilized. Trench spoils must be hauled off the Project site daily and open excavations must be protected with steel plates. Contractor and Subcontractor personnel may not occupy or use the Project site for any purpose during non-Work hours, except as may be provided in the Contract Documents or pursuant to prior written authorization from City.

(C) **Unforeseen Conditions.** If Contractor encounters facilities, utilities, or other unknown conditions not shown on or reasonably inferable from the Plans or apparent from inspection of the Project site, Contractor must immediately notify the City and promptly submit a Request for Information to obtain further directions from the Engineer. Contractor must avoid taking any action which could cause damage to the facilities or

utilities pending further direction from the Engineer. The Engineer's written response will be final and binding on Contractor. If the Engineer's subsequent direction to Contractor affects Contractor's cost or time to perform the Work, Contractor may submit a Change Order request as set forth in Article 6 above.

(D) **Support; Adjacent Properties.** Contractor must provide, install, and maintain all shoring, bracing, and underpinning necessary to provide support to City's property and adjacent properties and improvements thereon. Contractor must provide notifications to adjacent property owners as may be required by Laws. See also, Section 7.15, Trenching of Five Feet or More.

(E) **Notification of Property Damage.** Contractor must immediately notify the City of damage to any real or personal property resulting from Work on the Project, including damage to City's water system. Contractor must immediately provide a written report to City of any such property damage in excess of \$500 (based on estimated cost to repair or replace) within 24 hours of the occurrence. The written report must include: (1) the location and nature of the damage, and the owner of the property, if known; (2) the name and address of each employee of Contractor or any Subcontractor involved in the damage; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with another government agency, Contractor will provide a copy of the report to City.

(F) **Damage to City's Water System.** Contractor must promptly repair and remediate, at its sole expense, any damage caused by Contractor to the City's water system, in a manner satisfactory to the Water Department. This includes damage to property and facilities resulting from Contractor's failure to make a written request for a markout or starting Work without providing the Water Department a reasonable opportunity to mark facilities; Contractor's destruction of markouts; Contractor's failure to perform hand digging or probing for utilities near markouts; and Contractor's failure to use reasonable caution, regardless of whether markouts are present or clear. Reasonable caution includes any efforts to avoid damaging existing facilities, such as when excavating in the vicinity of water mains. All repairs must be witnessed, inspected, and approved by the Water Department prior to backfilling the excavation. If backfilling occurs prior to inspection and approval, City may require re-excavation by Contractor, at Contractor's sole expense. Acting in its sole discretion, City may elect to have the damage remedied otherwise, including by its own forces, and may deduct the cost thereof from payment otherwise due to Contractor. If City elects to remedy damage to the water system with its own forces, the cost thereof will be in accordance with the emergency repair rate schedule of the Water Department.

7.6 Materials and Equipment.

(A) **General.** Unless otherwise specified, all materials and equipment required for the Work must be new, free from defects, and of the best grade for the intended purpose, and furnished in sufficient quantities to ensure the proper and expeditious performance of the Work. All materials, equipment, and tools furnished or installed by Contractor must meet or exceed applicable Occupational Safety and Health Administration ("OSHA") standards. Contractor must employ measures to preserve the specified quality and fitness of the materials and equipment. Unless otherwise specified, all materials and equipment required for the Work are deemed to include all components required for complete installation and intended operation and must be installed in accordance with the manufacturer's recommendations or instructions. Contractor is responsible for timely procurement of materials and equipment to avoid delay in Project completion and to avoid incurring additional costs due to known market volatility (e.g., scheduled tariffs).

Contractor is responsible for all shipping, handling, and storage costs associated with the materials and equipment required for the Work. Contractor is responsible for providing security and protecting the Work and all of the required materials, supplies, tools and equipment at Contractor's sole cost until City has formally accepted the Project as set forth in Section 11.1, Final Completion. Contractor will not assign, sell, mortgage, or hypothecate any materials or equipment for the Project, or remove any materials or equipment that have been installed or delivered.

(B) **City-Provided.** If the Work includes installation of materials or equipment to be provided by City, Contractor is solely responsible for the proper examination, handling, storage, and installation in accordance with the Contract Documents. Contractor must notify City of any defects discovered in City-provided materials or equipment, sufficiently in advance of scheduled use or installation to afford adequate time to procure replacement materials or equipment as needed. Contractor is solely responsible for any loss of or damage to such items which occurs while the items are in Contractor's custody and control, the cost of which may be offset from the Contract Price and deducted from any payment(s) due to Contractor.

(C) **Intellectual Property Rights.** Contractor must, at its sole expense, obtain any authorization or license required for use of patented or copyright-protected materials, equipment, devices, or processes that are incorporated into the Work. Upon request, Contractor must provide proof of any such authorization or license to City. Contractor's indemnity obligations in Article 4 apply to any claimed violation of intellectual property rights.

(D) **Equipment Labeling and Information.** Contractor must label each piece of equipment, except hand tools, with the following information, at a clearly visible location on each piece of equipment using a stencil or stamp: an identifying number; and for compacting equipment, its make, model number, and empty gross weight that is either the manufacturer's rated weight or the scale weight, or for meters and on the load-receiving element and indicators of each scale, the make, model, serial number, and manufacturer's rated capacity. Upon request, Contractor must submit the manufacturer's information that designates portable vehicle scale capacities.

(E) **Measuring Devices.** For proportioning materials, Contractor must use measuring devices, material plant controllers, and undersupports that comply with 4 CCR § 4000 et seq. and Business and Professions Code § 12001 et seq. Measuring devices must be tested and approved under California Test 109 in the Engineer's presence by any of the following: County Sealer of Weights and Measures; Scale Service Agency; or Official of the Division of Measurement Standards. The indicator over-travel must be at least one-third of the loading travel. The indicators must be enclosed against moisture and dust. Contractor must group the measuring system dials such that the smallest increment for each indicator can be read from the location at which proportioning is controlled.

7.7 Substitutions.

(A) **"Or Equal."** Any Specification designating a material, product, or thing (collectively, "item") or service by specific brand or trade name, followed by the words "or equal," is intended only to indicate the quality and type of item or service desired, and Contractor may request use of any equal item or service. Unless otherwise stated in the Specifications, any reference to a specific brand or trade name for an item or service that is used solely for the purpose of describing the type of item or service desired, will be deemed to be followed by the words "or equal." A substitution will only be approved if it is a true "equal" item or service in every aspect of design, function, and quality, as

determined by City, including dimensions, weight, maintenance requirements, durability, fit with other elements, and schedule impacts.

(B) **Request for Substitution.** A post-award request for substitution of an item or service must be submitted in writing to the Engineer for approval at least four weeks in advance of Contractor's proposed order date and sufficiently in advance of the time needed to avoid delay of the Work. A request for substitution must contain a description of any proposed changes to the Work required to accommodate the substitution and drawings and details showing all such changes.

(C) **Substantiation.** Any available data substantiating the proposed substitute as an equal item or service must be submitted with the written request for substitution. Contractor's failure to timely provide all necessary substantiation, including any required test results as soon as they are available, is grounds for rejection of the proposed substitution, without further review.

(D) **Burden of Proving Equality.** Contractor has the burden of proving the equality of the proposed substitution at Contractor's sole cost. City has sole discretion to determine whether a proposed substitution is equal, and City's determination is final.

(E) **Approval or Rejection.** If the proposed substitution is approved, Contractor is solely responsible for any additional costs or time associated with the substituted item or service. If the proposed substitution is rejected, Contractor must, without delay, install the item or use the service as specified by City.

(F) **Contractor's Obligations.** City's approval of a proposed substitution will not relieve Contractor from any of its obligations under the Contract Documents. In the event Contractor makes an unauthorized substitution, Contractor will be solely responsible for all resulting cost impacts, including the cost of removal and replacement and the impact to other design elements.

7.8 Testing and Inspection.

(A) **General.** All materials, equipment, and workmanship used in the Work are subject to inspection and testing by City at all times and at all locations during construction and/or fabrication, including at any Worksite, shops, and yards. All manufacturers' application or installation instructions must be provided to the Engineer at least ten days prior to the first such application or installation. Contractor must, at all times, make the Work available for testing or inspection. City may record, including by photograph or video, all materials, equipment, and workmanship used in the Work. Neither City's inspection or testing of Work, nor its failure to do so, operate to waive or limit Contractor's duty to complete the Work in accordance with the Contract Documents.

(B) **Scheduling and Notification.** Contractor must cooperate with City in coordinating the inspections and testing. Contractor must submit samples of materials, at Contractor's expense, and schedule all tests required by the Contract Documents in time to avoid any delay to the progress of the Work. Contractor will coordinate directly with the Engineer when scheduling inspections or tests, unless otherwise specified in the Special Conditions or Specifications. Contractor must notify the Engineer no later than noon of the Working Day before any inspection or testing and must provide timely notice to the other necessary parties as specified in the Contract Documents. If Contractor schedules an inspection or test beyond regular Work hours, or on a Saturday, Sunday, or recognized City holiday, Contractor must notify the Engineer at least two Working Days in advance for approval. If approved, Contractor must reimburse City for the cost of the overtime inspection or testing. Such costs, including the City's hourly costs for required

personnel, may be deducted from payments otherwise due to Contractor. Contractor will not coordinate directly with, or provide direction to, the Materials Lab.

(C) **Responsibility for Costs.** City will bear the initial cost of inspection and testing to be performed by independent consultants retained by City, subject to the following exceptions:

- (1) Contractor will be responsible for the costs of any subsequent inspections or tests which are required to substantiate compliance with the Contract Documents, and any associated remediation costs.
- (2) Contractor will be responsible for inspection costs, at City's hourly rates, for inspection time lost because the Work is not ready, or Contractor fails to appear for a scheduled inspection.
- (3) If any portion of the Work that is subject to inspection or testing is covered or concealed by Contractor prior to the inspection or testing, Contractor will bear the cost of making that portion of the Work available for the inspection or testing required by the Contract Documents, and any associated repair or remediation costs.
- (4) Contractor is responsible for properly shoring all compaction test sites deeper than five feet below grade, as required under Section 7.15 below.
- (5) Any Work or material that is defective or fails to comply with the requirements of the Contract Documents must be promptly repaired, removed, replaced, or corrected by Contractor, at Contractor's sole expense, even if that Work or material was previously inspected or included in a progress payment.

(D) **Contractor's Obligations.** Contractor is solely responsible for any delay occasioned by remediation of defective or noncompliant Work or material. Inspection or testing of the Work does not in any way relieve Contractor of its obligations to perform the Work as specified. Contractor has an independent duty to test and inspect its Work and perform quality control activities to ensure that the Work and the materials, products, and equipment incorporated into the Work comply with the Contract Documents. City is not responsible for any testing performed by Contractor or a third-party retained by Contractor. Contractor will submit its testing methodology to City for review and acceptance. Any Work done without the inspection(s) or testing required by the Contract Documents will be subject to rejection by City.

(E) **Distant Locations.** If required off-site testing or inspection must be conducted at a location more than 100 miles from the Project site, Contractor is solely responsible for the additional travel costs required for testing and/or inspection at such locations.

(F) **Final Inspection.** The provisions of this Section 7.8 also apply to final inspection under Article 11, Completion and Warranty Provisions.

7.9 Project Site Conditions and Maintenance. Contractor must at all times, on a 24-hour basis and at its sole cost, maintain the Project site and staging and storage areas in clean, neat, and sanitary condition and in compliance with all Laws pertaining to safety, air quality, and dust control. Adequate toilets must be provided and properly maintained and serviced for all workers on the Project site, and located in a suitably secluded area, subject to City's prior approval. Contractor must also, on a daily basis and at its sole cost, remove and properly dispose of the debris and waste materials from the Project site.

(A) **Air Emissions Control.** Contractor must not discharge smoke or other air contaminants into the atmosphere in violation of any Laws. Contractor must comply with all Laws, including the California Air Resources Board's In-Use Off-Road Diesel-Fueled Fleets Regulation (13 CCR § 2449 et seq.).

(B) **Dust and Debris.** Contractor must minimize and confine dust and debris resulting from the Work. Contractor must abate dust nuisance by cleaning, sweeping, and immediately sprinkling with water excavated areas of dirt or other materials prone to cause dust, and within one hour after the Engineer notifies Contractor that an airborne nuisance exists. The Engineer may direct that Contractor provide an approved water-spraying truck for this purpose. If water is used for dust control, Contractor will only use the minimum necessary. Contractor must take all necessary steps to keep wastewater out of streets, gutters, or storm drains. See Section 7.19, Environmental Control. If City determines that the dust control is not adequate, City may have the work done by others and deduct the cost from payment otherwise due to Contractor. Contractor will immediately remove any excess excavated material from the Project site and any dirt deposited on public streets.

(C) **Clean up.** Before discontinuing Work in an area, Contractor must clean the area and remove all debris and waste along with the construction equipment, tools, machinery, and surplus materials.

(1) Except as otherwise specified, all excess Project materials, and the materials removed from existing improvements on the Project site with no salvage value or intended reuse by City, will be Contractor's property.

(2) Hauling trucks and other vehicles leaving the Project site must be cleaned of exterior mud or dirt before traveling on City streets. Materials and loose debris must be delivered and loaded to prevent dropping materials or debris. Contractor must immediately remove spillage from hauling on any publicly traveled way. Streets affected by Work on the Project must be kept clean by street sweeping.

(D) **Disposal.** Contractor must dispose of all Project debris and waste materials in a safe and legal manner. Contractor may not burn or bury waste materials on the Project site. Contractor will not allow any dirt, refuse, excavated material, surplus concrete or mortar, or any associated washings, to be disposed of onto streets, into manholes or into the storm drain system.

(E) **Completion.** At the completion of the Work, Contractor must remove from the Project site all of its equipment, tools, surplus materials, waste materials and debris, presenting a clean and neat appearance. Before demobilizing from the Project site, Contractor must ensure that all surfaces are cleaned, sealed, waxed, or finished as applicable, and that all marks, stains, paint splatters, and the like have been properly removed from the completed Work and the surrounding areas. Contractor must ensure that all parts of the construction are properly joined with the previously existing and adjacent improvements and conditions. Contractor must provide all cutting, fitting and patching needed to accomplish that requirement. Contractor must also repair or replace, in accordance with City Standards, all existing improvements that are damaged or removed during the Work, both on and off the Project site, including curbs, sidewalks, driveways, fences, gates, signs, landscaping, drainage ditches, irrigation systems, utilities, street surfaces and structures. Repairs and replacements must be at least equal to the previously existing improvements, and the condition, finish and dimensions must match the previously existing improvements. Concrete surface treatment and score marks must match adjacent existing concrete improvements. Contractor must restore to original condition all property or items that are not designated for alteration under the

Contract Documents and leave each Worksite clean and ready for occupancy or use by City.

(F) **Non-Compliance.** If Contractor fails to comply with its maintenance and cleanup obligations or any City clean up order, City may, acting in its sole discretion, elect to suspend the Work until the condition(s) is corrected with no increase in the Contract Time or Contract Price, or undertake appropriate cleanup measures without further notice and deduct the cost from any amounts due or to become due to Contractor.

7.10 Instructions and Manuals. Contractor must provide to City three copies each of all instructions and manuals required by the Contract Documents, unless otherwise specified. These must be complete as to drawings, details, parts lists, performance data, and other information that may be required for City to easily maintain and service the materials and equipment installed for this Project.

(A) **Submittal Requirements.** The instructions and manuals, along with any required guarantees, must be delivered to City for review prior to requesting final inspection pursuant to Section 11.1(A), unless otherwise specified.

(B) **Training.** Contractor or its Subcontractors must train City's personnel in the operation and maintenance of any complex equipment or systems as a condition precedent to Final Completion, if required in the Contract Documents.

7.11 As-built Drawings. Contractor and its Subcontractors must prepare and maintain at the Project site a detailed, complete and accurate as-built set of the Plans which will be used solely for the purpose of recording changes made in any portion of the original Plans in order to create accurate record drawings at the end of the Project.

(A) **Duty to Update.** The as-built drawings must be updated as changes occur, on a daily basis if necessary. City may withhold the estimated cost for City to have the as-built drawings prepared from payments otherwise due to Contractor, until the as-built drawings are brought up to date to the satisfaction of City. Actual locations to scale must be identified on the as-built drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, or otherwise concealed. Deviations from the original Plans must be shown in detail. The exact location of all main runs, whether piping, conduit, ductwork or drain lines, must be shown by dimension and elevation. The location of all buried pipelines, appurtenances, or other improvements must be represented by coordinates and by the horizontal distance from visible above-ground improvements.

(B) **Final Completion.** Contractor must verify that all changes in the Work are depicted in the as-built drawings and must deliver the complete set of as-built drawings to the Engineer for review and acceptance as a condition precedent to Final Completion and Final Payment.

7.12 Existing Utilities.

(A) **General.** The Work may be performed in developed, urban areas with existing utilities, both above and below ground, including utilities identified in the Contract Documents or in other informational documents or records. Contractor must take due care to locate identified or reasonably identifiable utilities before proceeding with trenching, excavation, or any other activity that could damage or disrupt existing utilities. This may include excavation with small equipment, potholing, or hand excavation, and, if practical, using white paint or other suitable markings to delineate the area to be excavated. Except as otherwise provided herein, Contractor will be responsible for costs

resulting from damage to identified or reasonably identifiable utilities due to Contractor's negligence or failure to comply with the Contract Documents, including the requirements in this Article 7.

(B) **Unidentified Utilities.** Pursuant to Government Code § 4215, if, during the performance of the Work, Contractor discovers utility facilities not identified by City in the Contract Documents, Contractor must immediately provide written notice to City and the utility. City assumes responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project site if those utilities are not identified in the Contract Documents. Contractor will be compensated in accordance with the provisions of the Contract Documents for the costs of locating, repairing damage not due to Contractor's failure to exercise reasonable care, and removing or relocating utility facilities not indicated in the Plans or Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Contractor will not be assessed liquidated damages for delay in completion of the Work, to the extent the delay was caused by City's failure to provide for removal or relocation of the utility facilities.

(C) **Alteration or Relocation of Utilities.** If Contractor wishes to alter or relocate utilities for Contractor's convenience, and not due to a conflict that requires alteration or relocation, Contractor will be solely responsible for the time and cost required for such alteration or relocation, which may not proceed except as specified by the prior written authorization of the utility owner. Any damage to utilities or improvements caused by Contractor must be repaired by Contractor at its sole expense and to the full satisfaction of the utility owner and Engineer. Contractor will not be entitled to an extension of the Contract Time in connection with any such Work.

7.13 Notice of Excavation. Contractor must comply with all applicable requirements in Government Code § 4216 et seq., which are incorporated by reference herein, including, but not limited to, the requirement to notify Underground Service Alert ("USA") of a proposed excavation and provide USA all relevant data relating to the excavation, at least two Working Days before starting any excavation Work.

7.14 Trenching and Excavations of Four Feet or More. As required by Public Contract Code § 7104, if the Work includes digging trenches or other excavations that extend deeper than four feet below the surface, the provisions in this Section apply to the Work and the Project.

(A) **Duty to Notify.** Contractor must promptly, and before the following conditions are disturbed, provide written notice to City if Contractor finds any of the following conditions:

(1) Material that Contractor believes may be a hazardous waste, as defined in § 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing Laws;

(2) Subsurface or latent physical conditions at the Project site differing from those indicated by information about the Project site made available to bidders prior to the deadline for submitting bids; or

(3) Unknown physical conditions at the Project site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in work of the character required by the Contract Documents.

(B) **City Investigation.** City will promptly investigate the conditions and if City finds that the conditions materially differ from those indicated, apparent, or reasonably inferred from information about the Project site made available to bidders, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, City will issue a Change Order.

(C) **Disputes.** In the event that a dispute arises between City and Contractor regarding any of the conditions specified in subsection (B) above, or the terms of a Change Order issued by City, Contractor will not be excused from completing the Work within the Contract Time but must proceed with all Work to be performed under the Contract. Contractor will retain any and all rights provided either by the Contract or by Laws which pertain to the resolution of disputes between Contractor and City.

7.15 Trenching of Five Feet or More. As required by Labor Code § 6705, if the Contract Price exceeds \$25,000 and the Work includes the excavation of any trench or trenches of five feet or more in depth, a detailed plan must be submitted to City for acceptance in advance of the excavation. The detailed plan must show the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If the plan varies from the shoring system standards or if the trench is expected to exceed 20 feet, the plan must be prepared by a California registered civil or structural engineer. Use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders is prohibited.

7.16 New Utility Connections. Except as otherwise specified, City will pay connection charges and meter costs for new permanent utilities required by the Contract Documents, if any. Contractor must notify City sufficiently in advance of the time needed to request service from each utility provider so that connections and services are initiated in accordance with the Project schedule.

7.17 Lines and Grades. Contractor is required to use any benchmark provided by the Engineer. Unless otherwise specified in the Contract Documents, Contractor must provide all lines and grades required to execute the Work. Contractor must also provide, preserve, and replace if necessary, all construction stakes required for the Project unless otherwise specified in the Special Conditions. All stakes or marks must be set by a California licensed land surveyor or a California registered civil engineer. All survey monuments that may be disturbed or destroyed during performance of the Work must be tied-out by Contractor prior to the start of Work. Contractor must also file a Pre-Construction Corner Record, prepared by a California licensed land surveyor, with the County of Sonoma Surveyor's Office, prior to the start of Work. Contractor must notify the Engineer of any discrepancies found between Contractor's staking and grading and information provided by the Contract Documents. Contractor must replace any survey monuments that are disturbed, damaged, or destroyed during the Work and must file a Post-Construction Corner Record, prepared by a licensed land surveyor as required by law, with the County of Sonoma Surveyor's Office. Upon completion, all Work must conform to the lines, elevations, and grades shown in the Plans, including any changes directed by a Change Order.

7.18 Historic or Archeological Items.

(A) **Contractor's Obligations.** Contractor must ensure that all persons performing Work at the Project site are required to immediately notify the Project Manager, upon discovery of any potential historic or archeological items, including historic or prehistoric ruins, a burial ground, archaeological or vertebrate paleontological site, including

fossilized footprints or other archeological, paleontological or historical feature on the Project site (collectively, "Historic or Archeological Items").

(B) **Discovery; Cessation of Work.** Upon discovery of any potential Historic or Archeological Items, Work must be stopped within an 85-foot radius of the find and may not resume until authorized in writing by City. If required by City, Contractor must assist in protecting or recovering the Historic or Archeological Items, with any such assistance to be compensated as Extra Work on a time and materials basis under Article 6, Contract Modification. At City's discretion, a suspension of Work required due to discovery of Historic or Archeological Items may be treated as Excusable Delay pursuant to Article 5, or as a suspension for convenience under Article 13.

7.19 Environmental Control. Contractor must not pollute any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. Contractor must prevent the release of any hazardous material or hazardous waste into the soil or groundwater and prevent the unlawful discharge of pollutants into City's storm drain system and watercourses as required below. Contractor and its Subcontractors must at all times in the performance of the Work comply with all Laws concerning pollution of waterways.

(A) **Stormwater Permit.** Contractor must comply with all applicable conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activity ("Stormwater Permit").

(B) **Contractor's Obligations.** If required for the Work, a copy of the Stormwater Permit is on file in City's principal administrative offices, and Contractor must comply with it without adjustment of the Contract Price or the Contract Time. Contractor must timely and completely submit required reports and monitoring information required by the conditions of the Stormwater Permit. Contractor also must comply with all other Laws governing discharge of stormwater, including applicable municipal stormwater management programs.

(C) **Pest Management.** Contractor must comply with the City-Wide Integrated Pest Management ("IPM") Policy, Policy Number 000-74, which is available at <https://www.srcity.org/DocumentCenter/View/41774/Integrated-Pest-Management-Policy-030524>. Contractor will not use pesticides or herbicides in the Work without City's prior written approval. Contractor may submit a written request for use of pesticides or herbicides to the Engineer. Contractor's written request must include the location proposed for use, the proposed date and time of application, product specifications, and all other information required by the IPM policy. City reserves the right, in its sole discretion, to approve or reject the use of pesticides or herbicides, for any reason.

7.20 Noise Control. Contractor must comply with all applicable noise control Laws. Noise control requirements apply to all equipment used for the Work or related to the Work, including trucks, transit mixers or transient equipment that may or may not be owned by Contractor.

7.21 Mined Materials. Pursuant to Public Contract Code § 20676, Contractor will not purchase any sand, gravel, or other minerals for the Work from an operation subject to the Surface Mining and Reclamation Act of 1975 (Public Resources Code § 2710 et seq.) unless Contractor certifies, under penalty of perjury, that the minerals are from a mining operation included on the AB 3098 List, which may be accessed online at: <https://www.conservation.ca.gov/smgb/Pages/AB-3098-List.aspx>.

7.22 Water Department Notification. If Contractor requires the services of the Water Department in connection with the Work, Contractor must request such services at least two Working Days in advance of the time the services are needed. If the requested services require Water Department forces for more than eight hours or an extensive number of City-provided parts, Contractor must request services at least seven calendar days in advance of the time the services are needed.

(A) **Service Shut Down.** Contractor must minimize disruption of utility service to the greatest extent practicable. Contractor must coordinate any shut down or disruption of utility service with the Engineer, Water Department, and affected utility customers. If it is necessary to shut down or disrupt utility service to any customer of the Water Department, Contractor must request the services of the Water Department an additional three Working Days in advance of the time such services are needed, for a total of five Working Days advance notification for a standard service request, to allow affected customers a minimum of three days' advance notice. If Contractor fails to keep field appointments, Contractor will be billed for scheduled Water Department crew standby time and for costs incurred by the Water Department for re-notification of customers.

(B) **Water Department Scheduling.** Water Department crews work a 9/80 schedule. This schedule may prohibit shutdowns for tie-ins on alternating Fridays. After-hours work or weekend work may be performed if authorized in advance by the Engineer. Requests by Contractor for after-hours or weekend work are to be avoided when possible. Contractor will be responsible for any overtime costs incurred by City for such work and the cost thereof may be deducted from payment otherwise due Contractor.

7.23 Public Safety and Traffic Control. Contractor must undertake all required and appropriate measures to ensure public safety during construction of the Project, in accordance with Laws, including, but not limited to, the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). Contractor will ensure the safe passage of pedestrians around the Project site at all times. If Work is within a City-owned right-of-way, Contractor will ensure the safe passage of public traffic through the Project site at all times, consistent with the requirements of City Code Chapter 13-04. Contractor is solely responsible for the costs of all public safety and traffic control measures.

(A) **Warning Devices.** Contractor must furnish, install, and maintain, at its sole expense, all fences, barricades, signs, lights, and other devices necessary to prevent accidents, injuries, death, and property damage. All such devices must conform to the requirements of the current edition of the California Manual on Uniform Traffic Control Devices ("CA MUTCD") and the directions of the Engineer. Contractor's warning and safety devices will not obscure the visibility of or conflict with existing signs and traffic control devices. Contractor may be required to cover certain signs which regulate or direct public traffic to roadways that are not open to traffic, as directed by the Engineer.

(B) **Flaggers.** Contractor must also furnish, at Contractor's sole expense, trained flaggers as necessary to provide adequate warning to the public of construction conditions that may impact pedestrian or vehicular traffic.

(C) **Project Signage.** Unless otherwise specified in the Special Conditions, Contractor must install and maintain Project identification signs at each boundary of the Project site or as directed by the Engineer. Contractor must install the signs two weeks prior to the start of Work at the Project site, using sign panels furnished by City. To mount sign panels, Contractor must furnish and install 4" X 4" posts or mount by other appropriate methods as approved by the Engineer. Upon completion of the Project, Contractor will remove Project identification signs, in a timely manner, and return the City-furnished sign panels to the City Corporation Yard at 55 Stony Point Road.

(D) **Road Closure Signage.** If the Work requires road closures, Contractor must furnish and install advance notice signs for road closures at each boundary of the Project site. Panel construction and lettering are subject to advance approval of the Engineer. Contractor must install the signs two weeks prior to the start of Work at the Project site. The signs must remain in place for the duration of the road closure and must be removed by Contractor when no longer necessary for the Work.

(E) **Emergency Response Agencies.** Contractor is responsible for notifying emergency response agencies operating in the jurisdiction of the Worksite(s) of obstructions to roads resulting from Contractor's Work.

(F) **Additional Devices.** City reserves the right to require additional warning or safety devices for the Project at the Contractor's sole expense, but no actions by City to add to or improve signage or any other public safety requirements will waive or limit Contractor's duties under the Contract Documents.

(G) **Compliance.** If Contractor fails or refuses to comply with the requirements of this Section, the Engineer may take immediate action to protect the public, including, but not limited to, furnishing the required safety measures at Contractor's expense or suspending the Work, in addition to all other remedies available to City. Any such remedial costs incurred by City may be deducted from payment otherwise due to Contractor as specified in Section 8.3, Adjustment of Payment Application. If there are insufficient Contract funds remaining to cover the remedial costs, City is entitled to recover the balance from Contractor or its performance bond surety.

Article 8 - Payment

8.1 Schedule of Values. Prior to submitting its first application for payment, Contractor must prepare and submit to the Project Manager a schedule of values apportioned to the various divisions and phases of the Work, including mobilization and demobilization. If a Bid Schedule was submitted with Contractor's bid, the amounts in the schedule of values must be consistent with the Bid Schedule. Each line item contained in the schedule of values must be assigned a value such that the total of all items equals the Contract Price. The items must be sufficiently detailed to enable accurate evaluation of the percentage of completion claimed in each application for payment, and the assigned value consistent with any itemized or unit pricing submitted with Contractor's bid.

(A) **Measurements for Unit Price Work.** Materials and items of Work to be paid for on the basis of unit pricing will be measured according to the methods specified in the Contract Documents.

(B) **Deleted or Reduced Work.** Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material, or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced. Contractor will only be compensated for those actual, direct and documented costs incurred, and will not be entitled to any mark up for overhead or lost profits.

8.2 Progress Payments. Following the last day of each month, or as otherwise required by the Special Conditions or Specifications, Contractor will submit to the Project Manager a monthly application for payment for Work performed during the preceding month based on the estimated value of the Work performed during that preceding month.

(A) **Application for Payment.** Each application for payment must be itemized to include labor, materials, and equipment incorporated into the Work, and materials and equipment delivered to the Project site, as well as authorized and approved Change Orders. Each payment application must be supported by the unit prices submitted with Contractor's Bid Schedule and/or schedule of values and any other substantiating data required by the Contract Documents.

(B) **Payment of Undisputed Amounts.** City will pay the undisputed amount due within 30 days after Contractor has submitted a complete and accurate payment application, subject to Public Contract Code § 20104.50. City will deduct a percentage from each progress payment as retention, as set forth in Section 8.5, below, and may deduct or withhold additional amounts as set forth in Section 8.3, below.

8.3 Adjustment of Payment Application. City may adjust or reject the amount requested in a payment application, including application for Final Payment, in whole or in part, if the amount requested is disputed or unsubstantiated. Contractor will be notified in writing of the basis for the modification to the amount requested. City may also deduct or withhold from payment otherwise due based upon any of the circumstances and amounts listed below. Sums withheld from payment otherwise due will be released when the basis for that withholding has been remedied and no longer exists.

(A) For Contractor's unexcused failure to perform the Work as required by the Contract Documents, including correction or completion of punch list items, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(B) For loss or damage caused by Contractor or its Subcontractors arising out of or relating to performance of the Work or any failure to protect the Project site, City may deduct an amount based on the estimated cost to repair or replace. (See, e.g., Sections 7.5, 7.6, 7.9, and 7.12.)

(C) For Contractor's failure to pay its Subcontractors and suppliers when payment is due, City may withhold an amount equal to the total of past due payments and may opt to pay that amount separately via joint check pursuant to Section 8.6(B), Joint Checks.

(D) For Contractor's failure to timely correct rejected, nonconforming, or defective Work, City may withhold or deduct an amount based on the City's estimated cost to correct or complete the Work.

(E) For any unreleased stop notice, City may withhold 125% of the amount claimed.

(F) For Contractor's failure to submit any required schedule or schedule update in the manner specified or within the time specified in the Contract Documents, City may withhold an amount equal to five percent of the total amount requested until Contractor complies with its schedule submittal obligations.

(G) For Contractor's failure to maintain or submit as-built documents in the manner specified or within the time specified in the Contract Documents, City may withhold or deduct an amount based on the City's cost to prepare the as-builts.

(H) For Work performed without Shop Drawings that have been accepted by City, when accepted Shop Drawings are required before proceeding with the Work, City may deduct an amount based on the estimated cost to correct unsatisfactory Work or diminution in value.

(I) For fines, payments, or penalties assessed under the Labor Code, City may deduct from payments due to Contractor as required by Laws and as directed by the Division of Labor Standards Enforcement.

(J) For fines, charges, or penalties assessed against the City due to Contractor's acts or omissions, including violations of Laws, City may withhold or deduct such amounts from payment otherwise due to Contractor.

(K) For any other costs or charges that may be withheld or deducted from payments to Contractor, as provided in the Contract Documents, including liquidated damages, City may withhold or deduct such amounts from payment otherwise due to Contractor.

8.4 Early Occupancy. Neither City's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of any part of the Work.

8.5 Retention. City will retain five percent of the full amount due on each progress payment (i.e., the amount due before any withholding or deductions pursuant to Section 8.3, Adjustment of Payment Application), or the percentage stated in the Notice Inviting Bids, whichever is greater, as retention to ensure full and satisfactory performance of the Work. Contractor is not entitled to any reduction in the rate of withholding at any time, nor to release of any retention before 35 days following City's recordation of the Notice of Completion, subject to the terms of Public Contract Code § 7107.

(A) **Substitution of Securities.** As provided by Public Contract Code § 22300, Contractor may request in writing that it be allowed, at its sole expense, to substitute securities for the retention withheld by City. Any escrow agreement entered into pursuant to this provision must fully comply with Public Contract Code § 22300 and will be subject to approval as to form by City's legal counsel. If City exercises its right to draw upon such securities in the event of default pursuant to section (7) of the statutory Escrow Agreement for Security Deposits in Lieu of Retention, pursuant to subdivision (g) of Public Contract Code § 22300 ("Escrow Agreement"), and if Contractor disputes that it is in default, its sole remedy is to comply with the dispute resolution procedures in Article 12 and the provisions therein. It is agreed that for purposes of this paragraph, an event of default includes City's rights pursuant to these Contract Documents to withhold or deduct sums from retention, including withholding or deduction for liquidated damages, incomplete or defective Work, stop payment notices, or back charges. It is further agreed that if any individual authorized to give or receive written notice on behalf of a party pursuant to section (10) of the Escrow Agreement are unavailable to give or receive notice on behalf of that party due to separation from employment, retirement, death, or other circumstances, the successor or delegee of the named individual is deemed to be the individual authorized to give or receive notice pursuant to section (10) of the Escrow Agreement.

(B) **Release of Undisputed Retention.** All undisputed retention, less any amounts that may be assessed as liquidated damages, retained for stop notices, or otherwise withheld pursuant to Section 8.3, Adjustment of Payment Application, will be released as Final Payment to Contractor no sooner than 35 days following recordation of the notice of completion, and no later than 60 days following acceptance of the Project by City's governing body or authorized designee pursuant to Section 11.1(C), Acceptance, or, if the Project has not been accepted, no later than 60 days after the Project is otherwise considered complete pursuant to Public Contract Code § 7107(c).

8.6 Payment to Subcontractors and Suppliers. Each month, Contractor must promptly pay each Subcontractor and supplier the value of the portion of labor, materials, and equipment incorporated into the Work or delivered to the Project site by the

Subcontractor or supplier during the preceding month. Such payments must be made in accordance with the requirements of Laws pertaining to such payments, and those of the Contract Documents and applicable subcontract or supplier contract.

(A) **Withholding for Stop Notice.** Pursuant to Civil Code § 9358, City will withhold 125% of the amount claimed by an unreleased stop notice, a portion of which may be retained by City for the costs incurred in handling the stop notice claim, including attorneys' fees and costs, as authorized by law.

(B) **Joint Checks.** City reserves the right, acting in its sole discretion, to issue joint checks made payable to Contractor and a Subcontractor or supplier, if City determines this is necessary to ensure fair and timely payment for a Subcontractor or supplier who has provided services or goods for the Project. As a condition to release of payment by a joint check, the joint check payees may be required to execute a joint check agreement in a form provided or approved by the City Attorney's Office. The joint check payees will be jointly and severally responsible for the allocation and disbursement of funds paid by joint check. Payment by joint check will not be construed to create a contractual relationship between City and a Subcontractor or supplier of any tier beyond the scope of the joint check agreement.

8.7 Final Payment. Contractor's application for Final Payment must comply with the requirements for submitting an application for a progress payment as stated in Section 8.2, above. Corrections to previous progress payments, including adjustments to estimated quantities for unit priced items, may be included in the Final Payment. If Contractor fails to submit a timely application for Final Payment, City reserves the right to unilaterally process and issue Final Payment without an application from Contractor in order to close out the Project. For the purposes of determining the deadline for Claim submission pursuant to Article 12, the date of Final Payment is deemed to be the date that City acts to release undisputed retention as final payment to Contractor, or otherwise provides written notice to Contractor of Final Payment or that no undisputed funds remain available for Final Payment due to offsetting withholdings or deductions pursuant to Section 8.3, Adjustment of Payment Application. If the amount due from Contractor to City exceeds the amount of Final Payment, City retains the right to recover the balance from Contractor or its sureties.

8.8 Release of Claims. City may, at any time, require that payment of the undisputed portion of any progress payment or Final Payment be contingent upon Contractor furnishing City with a written waiver and release of all claims against City arising from or related to the portion of Work covered by those undisputed amounts subject to the limitations of Public Contract Code § 7100. Any disputed amounts may be specifically excluded from the release.

8.9 Warranty of Title. Contractor warrants that title to all work, materials, or equipment incorporated into the Work and included in a request for payment will pass over to City free of any claims, liens, or encumbrances upon payment to Contractor.

Article 9 - Labor Provisions

9.1 Discrimination Prohibited. Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Contractor and its Subcontractors are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act

(Govt. Code § 12900 et seq.), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5.

9.2 Labor Code Requirements.

(A) **Eight Hour Day.** Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Contract.

(B) **Penalty.** Pursuant to Labor Code § 1813, Contractor will forfeit to City as a penalty, the sum of \$25.00 for each day during which a worker employed by Contractor or any Subcontractor is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.

(C) **Apprentices.** Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.

(D) **Notices.** Pursuant to Labor Code § 1771.4, Contractor is required to post all job site notices prescribed by Laws.

9.3 Prevailing Wages. Each worker performing Work under this Contract that is covered under Labor Code §§ 1720, 1720.3, or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and available online at <http://www.dir.ca.gov/dlsr>. Contractor must post a copy of the applicable prevailing rates at the Project site.

(A) **Penalties.** Pursuant to Labor Code § 1775, Contractor and any Subcontractor will forfeit to City as a penalty up to \$200.00 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

(B) **Federal Requirements.** If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Contractor and its Subcontractors are required to pay the higher of the currently applicable state or federal prevailing wage rates.

9.4 Payroll Records. Contractor must comply with the provisions of Labor Code §§ 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for monthly electronic submission of payroll records to the DIR.

(A) **Contractor and Subcontractor Obligations.** Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct; and

(2) Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.

(B) **Certified Record.** A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

(C) **Enforcement.** Contractor or Subcontractor has ten days in which to comply with the requirements of Labor Code § 1776 following receipt of a written notice requesting certified copies of payroll records pursuant to Labor Code § 1776. If Contractor or Subcontractor fails to comply within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion thereof, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

9.5 Labor Compliance. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

Article 10 - Safety Provisions

10.1 Safety Precautions and Programs. Contractor and its Subcontractors are fully responsible for safety precautions and programs, and for the safety of persons and property in the performance of the Work. Contractor and its Subcontractors must at all times comply with all applicable health and safety Laws and seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at any Worksite, materials and equipment stored on or off site, and property at or adjacent to any Worksite.

(A) **Reporting Requirements.** Contractor must immediately notify the City of any death, serious injury or illness resulting from Work on the Project. Contractor must immediately provide a written report to City of each recordable accident or injury occurring at any Worksite within 24 hours of the occurrence. The written report must include: (1) the name and address of the injured or deceased person; (2) the name and address of each employee of Contractor or of any Subcontractor involved in the incident; (3) a detailed description of the incident, including precise location, time, and names and contact information for known witnesses; and (4) a police or first responder report, if applicable. If Contractor is required to file an accident report with a government agency, Contractor will provide a copy of the report to City.

(B) **Legal Compliance.** Contractor's safety program must comply with the applicable legal and regulatory requirements. Contractor must provide City with copies of all notices required by Laws.

(C) **Contractor's Obligations.** Any damage or loss caused by Contractor arising from the Work which is not insured under property insurance must be promptly remedied by Contractor.

(D) **Remedies.** If City determines, in its sole discretion, that any part of the Work or Project site is unsafe, City may, without assuming responsibility for Contractor's safety program, require Contractor or its Subcontractor to cease performance of the Work or to

take corrective measures to City's satisfaction. If Contractor fails to promptly take the required corrective measures, City may perform them and deduct the cost from the Contract Price. Contractor agrees it is not entitled to submit a Claim for damages, for an increase in Contract Price, or for a change in Contract Time based on Contractor's compliance with City's request for corrective measures pursuant to this provision.

- 10.2 Hazardous Materials.** Unless otherwise specified in the Contract Documents, this Contract does not include the removal, handling, or disturbance of any asbestos or other Hazardous Materials. If Contractor encounters materials on the Project site that Contractor reasonably believes to be asbestos or other Hazardous Materials, and the asbestos or other Hazardous Materials have not been rendered harmless, Contractor may continue Work in unaffected areas reasonably believed to be safe but must immediately cease work on the area affected and report the condition to City. No asbestos, asbestos-containing products or other Hazardous Materials may be used in performance of the Work.
- 10.3 Material Safety.** Contractor is solely responsible for complying with § 5194 of Title 8 of the California Code of Regulations, including by providing information to Contractor's employees about any hazardous chemicals to which they may be exposed in the course of the Work. A hazard communication program and other forms of warning and training about such exposure must be used. Contractor must also maintain Safety Data Sheets ("SDS") at the Project site, as required by Laws, for materials or substances used or consumed in the performance of the Work. The SDS will be accessible and available to Contractor's employees, Subcontractors, and City.
- (A) **Contractor Obligations.** Contractor is solely responsible for the proper delivery, handling, use, storage, removal, and disposal of all materials brought to the Project site and/or used in the performance of the Work. Contractor must notify the Engineer if a specified product or material cannot be used safely.
- (B) **Labeling.** Contractor must ensure proper labeling on any material brought onto the Project site so that any persons working with or in the vicinity of the material may be informed as to the identity of the material, any potential hazards, and requirements for proper handling, protections, and disposal.
- 10.4 Hazardous Condition.** Contractor is solely responsible for determining whether a hazardous condition exists or is created during the course of the Work, involving a risk of bodily harm to any person or risk of damage to any property. If a hazardous condition exists or is created, Contractor must take all precautions necessary to address the condition and ensure that the Work progresses safely under the circumstances. Hazardous conditions may result from, but are not limited to, use of specified materials or equipment, the Work location, the Project site condition, the method of construction, or the way any Work must be performed.
- 10.5 Emergencies.** In an emergency affecting the safety or protection of persons, Work, or property at or adjacent to any Worksite, Contractor must take reasonable and prompt actions to prevent damage, injury, or loss, without prior authorization from the City if, under the circumstances, there is inadequate time to seek prior authorization from the City.
- 10.6 Confined Space Operations.** If the Work requires a confined space entry, including, but not limited to, manhole or water storage tank entry, Contractor must obtain a confined space entry permit pursuant to Cal/OSHA regulations, as set forth in 8 CCR § 5156 et seq. For any confined space entry for construction operations regulated by 8 CCR § 1502, Contractor must comply with 8 CCR § 5158. For any other confined space

operations, Contractor must comply with 8 CCR § 5157. With respect to entry to any City-maintained confined space, Contractor is responsible for obtaining any available information regarding hazards and operations for any City-maintained confined spaces, pursuant to 8 CCR § 5157. The City-maintained Confined Space Entry Manual is available for viewing at the Water Department or Transportation and Public Works Department office. Contractor must immediately notify the Engineer of any previously unidentified hazards confronted or created during confined space entry.

Article 11 - Completion and Warranty Provisions

11.1 Final Completion.

(A) ***Final Inspection and Punch List.*** When the Work required by this Contract is fully performed, Contractor must provide written notification to City requesting final inspection. The Engineer will schedule the date and time for final inspection, which must include Contractor's primary representative for this Project and its superintendent. Based on that inspection, City will prepare a punch list of any items that are incomplete, missing, defective, incorrectly installed, or otherwise not compliant with the Contract Documents. The punch list to Contractor will specify the time by which all of the punch list items must be completed or corrected. The punch list may include City's estimated cost to complete each punch list item if Contractor fails to do so within the specified time. The omission of any non-compliant item from a punch list will not relieve Contractor from fulfilling all requirements of the Contract Documents. Contractor's failure to complete any punch list item within the time specified in the punch list will not waive or abridge its warranty obligations for any such items that must be completed by the City or by a third party retained by the City due to Contractor's failure to timely complete any such outstanding item.

(B) ***Requirements for Final Completion.*** Final Completion will be achieved upon completion or correction of all punch list items, as verified by City's further inspection, and upon satisfaction of all other Contract requirements, including any commissioning required under the Contract Documents and submission of all final submittals, including instructions and manuals as required under Section 7.10, and complete, final as-built drawings as required under Section 7.11, all to City's satisfaction.

(C) ***Acceptance.*** The Project will be considered accepted upon the date of the Engineer's issuance of a written notice of acceptance. In order to avoid delay of Project close out, the City may elect, acting in its sole discretion, to accept the Project as complete subject to exceptions for punch list items that are not completed within the time specified in the punch list.

(D) ***Final Payment and Release of Retention.*** Final Payment and release of retention, less any sums withheld pursuant to the provisions of the Contract Documents, will not be made sooner than 35 days after recordation of the notice of completion. If Contractor fails to complete any of the punch list items within the specified time, City may withhold up to 150% of City's estimated cost to complete each of the remaining items from Final Payment and may use the withheld retention to pay for the costs to self-perform the outstanding items or to retain a third party to complete any such outstanding punch list item.

11.2 Warranty.

(A) ***General.*** Contractor warrants that all materials and equipment will be new unless otherwise specified, of good quality, in conformance with the Contract Documents,

and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor warrants that materials or items incorporated into the Work comply with the requirements and standards in the Contract Documents, including compliance with Laws, and that any Hazardous Materials encountered or used were handled as required by Laws. At City's request, Contractor must furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor's warranty does not extend to damage caused by normal wear and tear, or improper use or maintenance.

(B) **Warranty Period.** Contractor's warranty must guarantee its Work for a period of one year from the date of Project acceptance pursuant to Section 11.1(C) (the "Warranty Period"), except when a longer guarantee is provided by a supplier or manufacturer or is required by the Specifications or Special Conditions. If the City accepts the Project as complete subject to exceptions for incomplete punch list item(s) and the Contractor thereafter completes the punch list item(s), the completed punch list item(s) will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon City's acceptance of the completed punch list item(s). Contractor must obtain from its Subcontractors, suppliers and manufacturers any special or extended warranties required by the Contract Documents.

(C) **Warranty Documents.** As a condition precedent to Final Completion, Contractor must supply City with all warranty and guarantee documents relevant to equipment and materials incorporated into the Work and guaranteed by their suppliers or manufacturers.

(D) **Subcontractors.** The warranty obligations in the Contract Documents apply to Work performed by Contractor and its Subcontractors, and Contractor agrees to be co-guarantor of such Work.

(E) **Contractor's Obligations.** Upon written notice from City to Contractor of any defect in the Work discovered during the Warranty Period, Contractor or its responsible Subcontractor must promptly correct the defective Work at its own cost. Contractor's obligation to correct defects discovered during the Warranty Period will continue past the expiration of the Warranty Period as to any defects in Work for which Contractor was notified prior to expiration of the Warranty Period. Work performed during the Warranty Period ("Warranty Work") will be subject to the warranty provisions in this Section 11.2 for a one-year period that begins upon completion of such Warranty Work to City's satisfaction.

(F) **City's Remedies.** If Contractor or its responsible Subcontractor fails to correct defective Work within ten days following notice by City, or sooner if required by the circumstances, City may correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor must reimburse City for its costs in accordance with subsection (H), below.

(G) **Emergency Repairs.** In cases of emergency where any delay in correcting defective Work could cause harm, loss or damage, City may immediately correct the defects to conform with the Contract Documents at Contractor's sole expense. Contractor or its surety must reimburse City for its costs in accordance with subsection (H), below.

(H) **Reimbursement.** Contractor must reimburse City for its costs to repair under subsections (F) or (G), above, within 30 days following City's submission of a demand for payment pursuant to this provision. If City is required to initiate legal action to compel Contractor's compliance with this provision, and City is the prevailing party in such action,

Contractor and its surety are solely responsible for all of City's attorney's fees and legal costs expended to enforce Contractor's warranty obligations herein, in addition to any and all costs City incurs to correct the defective Work.

11.3 Use Prior to Final Completion. City reserves the right to occupy or make use of the Project, or any portions of the Project, prior to Final Completion if City has determined that the Project or portion of it is in a condition suitable for the proposed occupation or use, and that it is in its best interest to occupy or make use of the Project, or any portions of it, prior to Final Completion.

(A) **Non-Waiver.** Occupation or use of the Project, in whole or in part, prior to Final Completion will not operate as acceptance of the Work or any portion of it, nor will it operate as a waiver of any of City's rights or Contractor's duties pursuant to these Contract Documents, and will not affect nor bear on the determination of the time of substantial completion with respect to any statute of repose pertaining to the time for filing an action for construction defect.

(B) **City's Responsibility.** City will be responsible for the cost of maintenance and repairs due to normal wear and tear with respect to those portions of the Project that are being occupied or used before Final Completion. The Contract Price or the Contract Time may be adjusted pursuant to the applicable provisions of these Contract Documents if, and only to the extent that, any occupation or use under this Section actually adds to Contractor's cost or time to complete the Work within the Contract Time.

11.4 Substantial Completion. For purposes of determining "substantial completion" with respect to any statute of repose pertaining to the time for filing an action for construction defect, "substantial completion" is deemed to mean the last date that Contractor or any Subcontractor performs Work on the Project prior to City acceptance of the Project, except for warranty work performed under this Article.

Article 12 - Dispute Resolution

12.1 Claims. This Article applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) **Limitations.** A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with Article 5 and Article 6, and subsequently rejected in whole or in part by City.

(B) **Scope of Article.** This Article is intended to provide the exclusive procedures for submission and resolution of Claims of any amount and applies in addition to the provisions of Public Contract Code § 9204 and § 20104 et seq., which are incorporated by reference herein.

(C) **No Work Delay.** Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of a Claim or other dispute but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

(D) **Informal Resolution.** Contractor will make a good faith effort to informally resolve a dispute before initiating a Claim, preferably by face-to-face meeting between authorized representatives of Contractor and City.

12.2 Claims Submission. The following requirements apply to any Claim subject to this Article:

(A) **Substantiation.** The Claim must be submitted to City in writing by registered or certified mail with return receipt requested and clearly identified as a "Claim" submitted pursuant to this Article 12. The Claim must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all known or estimated labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each component of claimed cost. Any Claim for an extension of time or delay costs must be substantiated with a schedule analysis and narrative depicting and explaining claimed time impacts.

(B) **Claim Format and Content.** A Claim must be submitted in the following format:

(1) Provide a cover letter, specifically identifying the submission as a "Claim" submitted under this Article 12 and specifying the requested remedy (e.g., amount of proposed change to Contract Price and/or change to Contract Time).

(2) Provide a summary of each Claim, including underlying facts and the basis for entitlement, and identify each specific demand at issue, including the specific Change Order request (by number and submittal date), and the date of City's rejection of that demand, in whole or in part.

(3) Provide a detailed explanation of each issue in dispute. For multiple issues included within a single Claim or for multiple Claims submitted concurrently, separately number and identify each individual issue or Claim, and include the following for each separate issue or Claim:

- a. A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;
- b. Identify and attach all documents that substantiate the Claim, including relevant provisions of the Contract Documents, RFIs, calculations, and schedule analysis (see subsection (A), Substantiation, above);
- c. A chronology of relevant events; and
- d. Analysis and basis for claimed changes to Contract Price, Contract Time, or any other remedy requested.

(4) Provide a summary of issues and corresponding claimed damages. If, by the time of the Claim submission deadline (below), the precise amount of the requested change in the Contract Price or Contract Time is not yet known, Contractor must provide a good faith estimate, including the basis for that

estimate, and must identify the date by which it is anticipated that the Claim will be updated to provide final amounts.

(5) Include the following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim submittal are true and correct. Contractor warrants that this Claim submittal is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay not included herein are deemed waived."

(C) ***Submission Deadlines.***

(1) A Claim disputing rejection of a request for a change in the Contract Time or Contract Price must be submitted within 21 days following the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price, duly submitted in compliance with Article 5 and Article 6, has been rejected in whole or in part. A Claim disputing the terms of a unilateral Change Order must be submitted within 21 days following the date of issuance of the unilateral Change Order. These Claim deadlines apply even if Contractor cannot yet quantify the total amount of any requested change in the Contract Time or Contract Price. If the Contractor cannot quantify those amounts, it must submit an estimate of the amounts claimed pending final determination of the requested remedy by Contractor.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 21 days of the effective date of Final Payment, under Section 8.7, Final Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. ***Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.***

12.3 City's Response. City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and Contractor or as otherwise allowed under Public Contract Code § 9204. For a Claim subject to Public Contract Code § 20104 et seq., if City determines that the Claim is not adequately substantiated pursuant to Section 12.2(A), Substantiation, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim.

(A) ***Duty to Update Estimated Amounts.*** If Contractor's Claim is based on estimated amounts, Contractor has a continuing duty to update its Claim as soon as possible with information on actual amounts in order to facilitate prompt and fair resolution of the Claim.

(B) ***Non-Waiver.*** Any failure by City to respond within the times specified above will not be construed as acceptance of the Claim, in whole or in part, or as a waiver of any provision of these Contract Documents.

12.4 Meet and Confer. If Contractor disputes City's written response, or City fails to respond within the specified time, within 15 days of receipt of City's response or within 15 days of City's failure to respond within the applicable 45-day time period under Section 12.3, respectively, Contractor may notify City of the dispute in writing sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to notify City of the dispute and demand for an informal conference to meet and confer in writing within the specified time, Contractor's Claim will be deemed waived.

(A) **Schedule Meet and Confer.** Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) **Location for Meet and Confer.** The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) **Written Statement After Meet and Confer.** Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) **Submission to Mediation.** If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the Contractor may identify in writing disputed portion(s) of the Claim, which will be submitted for mediation, as set forth below.

12.5 Mediation and Government Code Claims.

(A) **Mediation.** Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code § 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. If there are multiple Claims in dispute, the parties may agree to schedule the mediation to address all outstanding Claims at the same time. The parties will share the costs of the mediator and mediation fees equally, but each party is otherwise solely and separately responsible for its own costs to prepare for and participate in the mediation, including costs for its legal counsel or any other consultants.

(B) **Government Code Claims.**

(1) Timely presentation of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract. Compliance with the Claim submission requirements in this Article 12 is a condition precedent to filing a Government Code Claim.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim pursuant to Section 12.2, above, until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including

any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

- 12.6 Tort Claims.** This Article does not apply to tort claims and nothing in this Article is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.
- 12.7 Arbitration.** City does not consent to arbitration unless required by Laws. It is expressly agreed, under Code of Civil Procedure § 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.
- 12.8 Burden of Proof and Limitations.** Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis but must prove actual damages. Contractor is not entitled to speculative, special, or consequential damages, including home office overhead or any form of overhead not directly incurred at the Project site or any other Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract. The Eichleay Formula or similar formula will not be used for any recovery under the Contract. The City will not be directly liable to any Subcontractor or supplier.
- 12.9 Legal Proceedings.** In any legal proceeding that involves enforcement of any requirements of the Contract Documents, the finder of fact will receive detailed instructions on the meaning and operation of the Contract Documents, including conditions, limitations of liability, remedies, claim procedures, and other provisions bearing on the defenses and theories of liability. Detailed findings of fact will be requested to verify enforcement of the Contract Documents. All of the City's remedies under the Contract Documents will be construed as cumulative, and not exclusive, and the City reserves all rights to all remedies available under law or equity as to any dispute arising from or relating to the Contract Documents or performance of the Work.
- 12.10 Other Disputes.** The procedures in this Article 12 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, including disputes regarding suspension or early termination of the Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City. Nothing in this Article is intended to delay suspension or termination under Article 13.

Article 13 - Suspension and Termination

- 13.1 Suspension for Cause.** In addition to all other remedies available to City, if Contractor fails to perform or correct Work in accordance with the Contract Documents, including non-compliance with applicable environmental or health and safety Laws, City may immediately order the Work, or any portion of it, suspended until the circumstances giving rise to the suspension have been eliminated to City's satisfaction.
- (A) **Notice of Suspension.** Upon receipt of City's written notice to suspend the Work, in whole or in part, except as otherwise specified in the notice of suspension, Contractor and its Subcontractors must promptly stop Work as specified in the notice of suspension; comply with directions for cleaning and securing the Worksite; and protect the completed and in-progress Work and materials. Contractor is solely responsible for

any damages or loss resulting from its failure to adequately secure and protect the Project.

(B) **Resumption of Work.** Upon receipt of the City's written notice to resume the suspended Work, in whole or in part, except as otherwise specified in the notice to resume, Contractor and its Subcontractors must promptly re-mobilize and resume the Work as specified; and within ten days from the date of the notice to resume, Contractor must submit a recovery schedule, prepared in accordance with the Contract Documents, showing how Contractor will complete the Work within the Contract Time.

(C) **Failure to Comply.** Contractor will not be entitled to an increase in the Contract Time or Contract Price for a suspension occasioned by Contractor's failure to comply with the Contract Documents.

(D) **No Duty to Suspend.** City's right to suspend the Work will not give rise to a duty to suspend the Work, and City's failure to suspend the Work will not constitute a defense to Contractor's failure to comply with the requirements of the Contract Documents.

13.2 Suspension for Convenience. City reserves the right to suspend, delay, or interrupt the performance of the Work in whole or in part, for a period of time determined to be appropriate for City's convenience. Upon notice by City pursuant to this provision, Contractor must immediately suspend, delay, or interrupt the Work and secure the Project site as directed by City except for taking measures to protect completed or in-progress Work as directed in the suspension notice, and subject to the provisions of Section 13.1(A) and (B), above. If Contractor submits a timely request for a Change Order in compliance with Articles 5 and 6, the Contract Price and the Contract Time will be equitably adjusted by Change Order pursuant to the terms of Articles 5 and 6 to reflect the cost and delay impact occasioned by such suspension for convenience, except to the extent that any such impacts were caused by Contractor's failure to comply with the Contract Documents or the terms of the suspension notice or notice to resume. However, the Contract Time will only be extended if the suspension causes or will cause unavoidable delay in Final Completion. If Contractor disputes the terms of a Change Order issued for such equitable adjustment due to suspension for convenience, its sole recourse is to comply with the Claim procedures in Article 12.

13.3 Termination for Default. City may declare that Contractor is in default of the Contract for a material breach of or inability to fully, promptly, or satisfactorily perform its obligations under the Contract.

(A) **Default.** Events giving rise to a declaration of default include Contractor's refusal or failure to supply sufficient skilled workers, proper materials, or equipment to perform the Work within the Contract Time; Contractor's refusal or failure to make prompt payment to its employees, Subcontractors, or suppliers or to correct defective Work or damage; Contractor's failure to comply with Laws, or orders of any public agency with jurisdiction over the Project; evidence of Contractor's bankruptcy, insolvency, or lack of financial capacity to complete the Work as required within the Contract Time; suspension, revocation, or expiration and nonrenewal of Contractor's license or DIR registration; Contractor's failure to procure, maintain, or renew insurance coverage or provide notice of any modifications or reductions in insurance coverage; dissolution, liquidation, reorganization, or other major change in Contractor's organization, ownership, structure, or existence as a business entity; unauthorized assignment of Contractor's rights or duties under the Contract; or any material breach of the Contract requirements.

(B) **Notice of Default and Opportunity to Cure.** Upon City's declaration that Contractor is in default due to a material breach of the Contract Documents, if City

determines that the default is curable, City will afford Contractor the opportunity to cure the default within ten days of City's notice of default, or within a period of time reasonably necessary for such cure, including a shorter period of time if applicable.

(C) **Termination.** If Contractor fails to cure the default or fails to expediently take steps reasonably calculated to cure the default within the time period specified in the notice of default, or if the City determines that the default is not curable, City may issue written notice to Contractor and its performance bond surety of City's termination of the Contract for default.

(D) **Waiver.** Time being of the essence in the performance of the Work, if Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond within seven calendar days from the date of the notice of termination pursuant to paragraph (C), City may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that City determines advisable under the circumstances. Contractor and its surety will be jointly and severally liable for any additional cost incurred by City to complete the Work following termination, where "additional cost" means all cost in excess of the cost City would have incurred if Contractor had timely completed Work without the default and termination. In addition, City will have the right to immediate possession and use of any materials, supplies, and equipment procured for the Project and located at the Project site or any Worksite on City property for the purposes of completing the remaining Work.

(E) **Compensation.** Within 30 days of receipt of updated as-builts, all warranties, manuals, instructions, or other required documents for Work installed to date, and delivery to City of all equipment and materials for the Project for which Contractor has already been compensated, Contractor will be compensated for the Work satisfactorily performed in compliance with the Contract Documents up to the effective date of the termination pursuant to the terms of Article 8, Payment, subject to City's rights to withhold or deduct sums from payment otherwise due pursuant to Section 8.3, and excluding any costs Contractor incurs as a result of the termination, including any cancellation or restocking charges or fees due to third parties. If Contractor disputes the amount of compensation determined by City, its sole recourse is to comply with the Claim Procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of the total compensation to be paid by City.

(F) **Wrongful Termination.** If Contractor disputes the termination, its sole recourse is to comply with the Claim procedures in Article 12. If a court of competent jurisdiction or an arbitrator later determines that the termination for default was wrongful, the termination will be deemed to be a termination for convenience, and Contractor's damages will be strictly limited to the compensation provided for termination for convenience under Section 13.4, below. Contractor waives any claim for any other damages for wrongful termination including special or consequential damages, lost opportunity costs, or lost profits, and any award of damages is subject to Section 12.8, Burden of Proof and Limitations.

13.4 Termination for Convenience. City reserves the right, acting in its sole discretion, to terminate all or part of the Contract for convenience upon written notice to Contractor.

(A) **Compensation to Contractor.** In the event of City's termination for convenience, Contractor waives any claim for damages, including for loss of anticipated profits from the Project. The following will constitute full and fair compensation to Contractor, and Contractor will not be entitled to any additional claim or compensation:

(1) **Completed Work.** The value of its Work satisfactorily performed as of the date notice of termination is received, based on Contractor's schedule of values and unpaid costs for items delivered to the Project site that were fabricated for incorporation in the Work;

(2) **Demobilization.** Demobilization costs specified in the schedule of values, or if demobilization costs were not provided in a schedule of values pursuant to Section 8.1, then based on actual, reasonable, and fully documented demobilization costs; and

(3) **Termination Markup.** Five percent of the total value of the Work performed as of the date of notice of termination, including reasonable, actual, and documented costs to comply with the direction in the notice of termination for convenience, and demobilization costs, which is deemed to cover all overhead and profit to date.

(B) **Disputes.** If Contractor disputes the amount of compensation determined by City pursuant to paragraph (A), above, its sole recourse is to comply with the Claim procedures in Article 12, by submitting a Claim no later than 30 days following notice from City of total compensation to be paid by City.

13.5 Actions Upon Termination for Default or Convenience. The following provisions apply to any termination under this Article, whether for default or convenience, and whether in whole or in part.

(A) **General.** Upon termination, City may immediately enter upon and take possession of the Project and the Work and all tools, equipment, appliances, materials, and supplies procured or fabricated for the Project. Contractor will transfer title to and deliver all completed Work and all Work in progress to City.

(B) **Submittals.** Unless otherwise specified in the notice of termination, Contractor must immediately submit to City all designs, drawings, as-built drawings, Project records, contracts with vendors and Subcontractors, manufacturer warranties, manuals, and other such submittals or Work-related documents required under the terms of the Contract Documents, including incomplete documents or drafts.

(C) **Close Out Requirements.** Except as otherwise specified in the notice of termination, Contractor must comply with all of the following:

(1) Immediately stop the Work, except for any Work that must be completed pursuant to the notice of termination and comply with City's instructions for cessation of labor and securing the Project and any other Worksite(s).

(2) Comply with City's instructions to protect the completed Work and materials, using best efforts to minimize further costs.

(3) Contractor must not place further orders or enter into new subcontracts for materials, equipment, services or facilities, except as may be necessary to complete any portion of the Work that is not terminated.

(4) As directed in the notice, Contractor must assign to City or cancel existing subcontracts that relate to performance of the terminated Work, subject to any prior rights, if any, of the surety for Contractor's performance bond, and settle all outstanding liabilities and claims, subject to City's approval.

(5) As directed in the notice, Contractor must use its best efforts to sell any materials, supplies, or equipment intended solely for the terminated Work in a manner and at market rate prices acceptable to City.

(D) **Payment Upon Termination.** Upon completion of all termination obligations, as specified herein and in the notice of termination, Contractor will submit its request for Final Payment, including any amounts due following termination pursuant to this Article 13. Payment will be made in accordance with the provisions of Article 8, based on the portion of the Work satisfactorily completed, including the close out requirements, and consistent with the previously submitted schedule of values and unit pricing, including demobilization costs. Adjustments to Final Payment may include deductions for the cost of materials, supplies, or equipment retained by Contractor; payments received for sale of any such materials, supplies, or equipment, less re-stocking fees charged; and as otherwise specified in Section 8.3, Adjustment of Payment Application.

(E) **Continuing Obligations.** Regardless of any Contract termination, Contractor's obligations for portions of the Work already performed will continue and the provisions of the Contract Documents will remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, record maintenance, or other such rights and obligations arising prior to the termination date.

Article 14 - Miscellaneous Provisions

- 14.1 Assignment of Unfair Business Practice Claims.** Under Public Contract Code § 7103.5, Contractor and its Subcontractors agree to assign to City all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or any subcontract. This assignment will be effective at the time City tenders Final Payment to Contractor, without further acknowledgement by the parties.
- 14.2 Provisions Deemed Inserted.** Every provision of law required to be inserted in the Contract Documents is deemed to be inserted, and the Contract Documents will be construed and enforced as though such provision has been included. If it is discovered that through mistake or otherwise that any required provision was not inserted, or not correctly inserted, the Contract Documents will be deemed amended accordingly.
- 14.3 Waiver.** City's waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents will not be effective unless it is in writing and signed by City. City's waiver of any breach, failure, right, or remedy will not be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless specified in writing by City.
- 14.4 Titles, Headings, and Groupings.** The titles and headings used and the groupings of provisions in the Contract Documents are for convenience only and may not be used in the construction or interpretation of the Contract Documents or relied upon for any other purpose.
- 14.5 Statutory and Regulatory References.** With respect to any amendments to any statutes or regulations referenced in these Contract Documents, the reference is deemed to be the version in effect on the date that bids were due.

14.6 Survival. The provisions that survive termination or expiration of this Contract include Contract Section 11, Notice, and subsections 12.1, 12.2, 12.3, 12.4, 12.5, and 12.6 of Section 12, General Provisions; and the following provisions in these General Conditions: Section 2.2(J), Contractor's Records, Section 2.3(C), Termination, Section 3.7, Ownership, Section 4.2, Indemnity, Article 12, Dispute Resolution, and Section 11.2, Warranty.

END OF GENERAL CONDITIONS

Special Conditions

1. Authorized Work Days and Hours.

1.1 Stream Channel Work. Work within the stream channel (Station 4+69 through Station 6+03) is limited to between June 15 and October 15 (with potential to be extended until November consistent with CDFW regulations).

1.2 Dewatering Work. Dewatering of the Santa Rosa Creek channel shall only occur between August 1 and October 15, consistent with NOAA Fisheries regulations.

1.3 Peterson Park Off-Site Riparian Mitigation Planting Work. Planting shall occur in the months of February to mid-March.

1.4 Santa Rosa Creek Trail. Bicycle and Pedestrian routes shall be open and accessible at the end of each work day, and during the work day wherever possible, unless an alternate ADA compliant route has been approved by the Engineer. The Santa Rosa Marathon will take place on the Santa Rosa Creek Trail on August 22 and 23, 2026. Restrictions related to the use of a bypass during events may be detailed in a Revocable License to be obtained from Sonoma County Regional Parks.

2. Groundwater Management Allowance.

The City of Santa Rosa anticipates that there will be the need for groundwater management in the construction trenches for the sewer installation work. The Contractor shall complete this work on a time and material basis up to the allowance established in the bid schedule provided in the contract documents. Any work necessary that would go above and beyond the allowance will need to be approved by the City in advance for the work to take place and will be considered extra work.

3. Close Out Requirements.

Contractor's close out requirements include the following, if applicable:

3.1 Contractor must replace, with thermoplastic, any existing striping within and adjacent to the Project site that is damaged during the Work. Partially damaged striping must be replaced in its entirety.

4. Increases or Decreases in Unit Price Work.

If the actual quantity for a bid item is increased or decreased by more than 25% of the estimated quantity on the Bid Schedule, the City may, but is not obligated to, adjust the unit price as set forth in this Section. The Engineer will determine whether a given increase or decrease in a quantity exceeds 25%, and the Engineer's determination is final. No adjustment in unit pricing will be made until after all Work involving that bid item is completed, and the final quantity has been determined by the Engineer.

4.1 Increase. For quantity increases of more than 25%, the unit price may be adjusted based on the difference between the unit price and the actual unit cost for the additional quantity. The Engineer's determination will not include fixed costs or markup for overhead, profit, or other indirect costs. For purposes of this Section, "fixed costs" means the Contractor's direct costs for labor, material, or equipment to perform or supply the bid item, which costs remain constant regardless of the item quantity.

- 4.2 Decrease.** For quantity decreases of more than 25%, the unit price may be adjusted based on the difference between the unit price and the actual unit cost, inclusive of the item's fixed costs. Except as provided herein, Contractor will not be compensated for Work that City has deleted or reduced in scope, except for any labor, material or equipment costs for such Work that Contractor reasonably incurred before Contractor learned that the Work could be deleted or reduced, as set forth in Section 8.1(B) of the General Conditions.
- 5. Mitigation Measures and Environmental Protection Requirements.** Contractor must implement and comply with the mitigation measures and environmental protection requirements applicable to the Work that are set forth in: the Technical Specifications, including but not limited to the permits named in Technical Specifications, Section A Fees and Permits; and the Mitigation Monitoring and Reporting Program for the Project.

END OF SPECIAL CONDITIONS



TECHNICAL SPECIFICATIONS

FOR

FULTON RD SEWER IMPROVEMENTS
WEST 3RD ST TO SANTA ROSA CREEK

CONTRACT NO. C02117



APRIL 2026

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10 GENERAL CONSTRUCTION

10-1.00 Definitions of Amendments to Caltrans Standard Specifications:

Amendments are identified using the following section headings:

“In Addition” – The language in the section supplements the Caltrans Standard Specifications section.

“Replace With” – The language in the section replaces the Caltrans Standard Specifications.

“Modification” – Only specific portions of the Caltrans Standard Specification section have been modified and the rest remains unchanged.

Where no identification is shown in the subheading it shall be understood to mean that the language in the Technical Specification section is in addition to the Caltrans Standard Specification section.

10-1.01 General- In Addition:

Technical Specifications use definitions per Standard Specifications 1-1.07 and Abbreviations Standard Specification section 1-1.06.

Equipment used shall follow Standard Specification 5-1.33 “Equipment”.

The Engineer may order or consent to your request to open a completed section of surfacing, pavement, or structure roadway surface for public use.

Before Contract acceptance, submit a document signed by the owner of the material source or disposal site, as applicable, stating that the Contractor has complied with the Contractor-owner agreement.

Unless otherwise provided hereafter, when sections and subsections of the Standard Specifications are used or attention is directed to them within the technical specifications, such direction shall not be interpreted as excluding other applicable provisions within the correlating section the Standard Specifications.

10-2 Dust Control- In Addition: Sweeping, commercial street sweeping, covering stockpiles, applying water, and/or dust palliative, to control dust even caused by public traffic is included in the bid and not change order work.

All dust-producing work and unpaved construction sites shall require a minimum watering in the middle and ending of each workday. The frequency of watering shall increase if dust is airborne. Watering shall not produce runoff.

You shall maintain dust control to the satisfaction of the Engineer, 7 days a week, 24 hours per day.

At the end of each workday, you shall thoroughly sweep all streets affected by the project to minimize airborne dust.

At the end of each work week, you shall sweep all streets in the work zone with a commercial street sweeping truck equipped with a rear pick up broom and water.

At the Engineer's discretion additional sweeping or watering may be required, including the use of a commercial street sweeping truck equipped with a rear pick up broom, at any time or place.

10-3 Mobilization: Mobilization includes all preparatory work and operations needed to begin construction. This includes, but is not limited to, furnishing labor, tools, incidentals, facilities, equipment, materials, and supplies to the project site, as well as any other tasks or costs that must be completed before starting work on the contract items.

No additional payment will be made for, including but not limited to, the following:

- Remobilization due to suspension, sequencing, or other reasons.
- Mobilization of subcontractors occurring after the start of construction.
- Any subsequent mobilizations following the initial mobilization.
- Mobilization due to project phasing, subcontractor scheduling, mobilization of specialized equipment, or delays caused by weather, utilities, or third parties

10-4 Payment: Full compensation for conforming to the provisions of these specifications shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

12 TEMPORARY TRAFFIC CONTROL

12-1 General

12-1.01 General: Construction area traffic control devices shall be installed and maintained in accordance with the applicable sections of these Special Provisions, the Standard Specifications, the current Edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD), the Americans with Disabilities Act (ADA), Public Right-of-Way Accessibility Guideline (PROWAG) and as directed by the Engineer.

The Contractor shall develop and submit an appropriate Traffic Control Plan (TCP) in accordance with the CA MUTCD for review and approval by the City for all project elements that impact traffic circulation. The TCP shall ensure through traffic access during periods where active construction is not taking place and ensure at least one passable lane of south bound traffic is maintained.

The Contractor shall provide advanced notice regarding timing, location and the duration of construction activities to local emergency responders. The contractor shall ensure emergency responders can have access through the construction area at all times. The Contractor shall also ensure that all traffic lanes in Fulton Road are passable or can be immediately made passable in the event of evacuation.

12-3 Temporary Traffic Control Devices

12-3.01 General: Prior to commencing construction which will affect existing vehicular and pedestrian traffic, the Contractor shall submit for review by the Engineer, Traffic Control Plans on 11" x 17" sheets of paper which contains only information specifically related to work zone vehicular and pedestrian traffic control. Traffic Control Plans shall be prepared, sealed, and signed by a Professional Engineer registered in the State of California. If the Contractor proposes to use the current edition of the CA MUTCD published by Caltrans in lieu of a traffic control plan, in specific work operations, they shall submit in writing for consideration which Typical Application Diagram will be used and how it will be applied for each work operation. Traffic Control Plans or proposals shall be submitted for review at least two weeks prior to implementation.

Traffic Control Plans shall contain a title block which contains the Contractor's name, address, phone number, project superintendent's name, contract name, dates and hours traffic control will be in effect, and a space for review acknowledgment.

The content of the Traffic Control Plan shall include, but is not limited to, the following:

1. Show location and limits of the work zone.
2. Give dimensions of lanes affected by traffic control that will be open to traffic.
3. Indicate signing, cone placement, and other methods of delineation and reference to appropriate City or Caltrans Standards.
4. Dimension location of signs and cone tapers.
5. Identify side streets and driveways affected by construction and show how they will be handled.
6. Show how pedestrian traffic will be handled through the construction site. Pedestrian pathways through the work zone shall be in compliance with the requirements of ADA during and after work hours.

7. Identify message board locations. A minimum of 1 changeable message board shall be required. Location to be determined by Engineer.
8. Demonstrate how two-way traffic will be maintained.

No work except for installation of project identification signs and changeable message boards will be allowed to commence prior to approval of the Work Zone Traffic Control Plans.

12-4 Maintaining Traffic

12-4.01 General:

1. The full width of the traveled way shall be open for use by public traffic on Saturday, Sundays and designated legal holiday(s), after 4:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress; unless work has specifically been authorized by the Engineer.
2. The location of traffic control signing, barricades, and other facilities shall be monitored frequently (four to five times per day) by the Contractor to verify their proper location. All traffic signal and other traffic control devices shall be maintained at all times.
3. The Contractor shall conduct his operations so as to cause the minimum obstruction and inconvenience to traffic and to places of business, multiple dwelling units and residences adjacent to the work. The Contractor shall notify the Engineer of his planned work and utility service interruption at least five working days in advance to allow time to notify residents and businesses.
4. When construction activities will prevent vehicle access to individual driveways the Contractor shall notify and receive permission from the affected businesses and residents. Attention is directed to Section 7-1.03, "Public Convenience". **Full access shall be provided to all driveways during non-working hours.**
5. At locations where traffic is routed perpendicular to trench excavation, the excavation shall be conducted in a manner to provide a surface reasonably satisfactory for traffic at all times. Substructure installation or construction shall be conducted on only one-half the width of the roadway at a time, and that portion of the roadway being used by traffic shall be kept open and unobstructed until the opposite side of the roadway is ready for use. Upon completion of the rough grading, the surface of the roadbed shall be brought to a smooth, even condition free from humps and depressions and made satisfactory for traffic.

The Contractor shall submit a trucking route along with the traffic controls plans for approval by the Engineer. The route must minimize traffic on residential streets that are not part of the project.

Existing pavement damaged by your operations and not shown to be replaced shall be replaced at your expense, per City Standards and to the satisfaction of the Engineer.

12-4.02 General: Attention is directed to General Conditions Section 7.23 "Public Safety and Traffic Control", Section 5.2 "Schedule Requirements", and to Section 10-1.01 "General" of these Special Provisions.

Exact locations of Project Identification signs and Advance Notice signs (7.23 Public Safety and Traffic Control: (A) Warning Devices and (C) Project Signage) shall be determined in the field by the Engineer.

Lane closures will be permitted between the hours of 8:30 a.m. and 4:00 p.m. only. Only one lane at a time may be closed and no lanes shall be closed at any other hours unless specifically

approved by the Engineer. The Contractor shall maintain vehicle access to homes and other properties at all times while work is in progress.

The Contractor shall not park construction vehicles, contractor employee vehicles, stage materials or stockpiles in front of any business or residential driveway access and the Contractor shall maintain access to private parking lots within the block where work is in progress. Construction vehicles shall not be left running for any length of time if parked in front of a business or residential unit.

Cross streets will require maintenance of at least one-half (1/2) width of each street for traffic purposes, unless a parallel route is approved by the Engineer. Flagging will only be allowed between the hours of 8:30 am and 4:00 pm.

Barricades and flaggers shall be positioned to allow safe turns at intersections and curves.

The Contractor shall maintain traffic control as necessary and as directed by the Engineer for any project related work performed by City Forces. Flaggers, barricades, signing, etc., shall remain in place for protection of City personnel until such time as all temporary lane delineation is complete.

12-7 Temporary Bicycle and Pedestrian Walkways

12-7.01 General: The Contractor is directed to Chapter 6D, Pedestrian and Worker Safety, in the CA MUTCD, the improvement plans and these Special Provisions.

The contractor shall develop a bicycle and pedestrian bypass plan for the affected portions of the sidewalk adjacent to Fulton Road and Santa Rosa Creek Trail during construction for City review and approval. The plan shall include adequate signage and direction to route bicycle and pedestrian traffic around the construction area and to the detour route. Maps of the bypass route shall be posted at all sidewalk and Santa Rosa Creek Trail access locations impacted by construction.

Publicly accessible trails are present on the north and south sides of the creek. Whenever possible, maintain public access to at least one creek trail.

The Contractor shall obtain a Revocable License from Sonoma County Regional Parks prior to performing work that will impact the Santa Rosa Creek Trail. The application is included in Section A Fees and Permits. The Revocable License application shall include a bypass plan. The Contractor shall coordinate with the City and Regional Parks regarding special events taking place on the path. At a minimum, events are anticipated to include the Santa Rosa Marathon on August 22 and 23, 2026. A bypass may not be acceptable during events. Contractor shall provide the Engineer a copy of all Revocable License related paperwork prior to starting any work that will impact the Santa Rosa Creek Trail.

Pedestrians shall be provided with a safe convenient and accessible path that, at a minimum, replicates the most desirable characteristics of the existing sidewalk, path or footpath. At no point along the road shall the sidewalks on both sides of the road be closed at the same time.

The Contractor shall construct and maintain temporary pedestrian pathways through the work zone, where required, that shall be in compliance with the requirements of the Americans with Disabilities Act (ADA), and the CA MUTCD. Provide temporary barricades where appropriate.

Pedestrian routes shall not be impacted for the purposes of any non-construction activities such as parking of vehicles or equipment, or stock piling of materials. Pedestrians shall not be led into conflicts with work site vehicles, equipment or operations.

Pedestrian routes shall be open and accessible at the end of the work day unless an alternate ADA compliant route has been approved by the Engineer. The construction of curb ramps and/or long sections of sidewalk do not alleviate the Contractor from this requirement. If trench plates are used on pedestrian routes, temporary asphalt or other means are required to maintain a smooth surface transition for bicycles and pedestrians. Advanced signage warning trail users of changes in surfacing shall also be deployed.

12-9 Measurement and Payment

12-9.01 Payment: **Traffic Control** shall be the contract **lump sum** price, which price shall include but not limited to conforming to the provisions of this specification, furnishing all labor, materials, tools and equipment, and doing all work involved in traffic control, pedestrian traffic Control and temporary relocation of regulatory signs, as specified herein, and no additional allowance will be made therefor.

[Version: 08/16/18 CDA STD2010]

13 WATER POLLUTION CONTROL

13-1 General

13-1.01General: Water Pollution Control shall be performed in accordance with Section 13, Water Pollution Control, of the Standard Specifications and these technical specifications. In addition, construction activities shall comply with:

The current California Water Quality Control Board, North Coast Region Order No. National Pollutant Discharge Elimination System Municipal Storm Water Permit, commonly referred to as the “Storm Water Permit”. A copy of the Storm Water Permit is available for review at the City of Santa Rosa Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, CA, and at www.srcity.org/stormwaterpermit.

The California Stormwater Quality Association Storm Water BMP Handbook for Construction (CASQA Handbook). BMPs shall be selected, installed and maintained in accordance with the latest edition. A copy of the handbook can be viewed at the City of Santa Rosa Department of Transportation and Public Works office at 69 Stony Circle or downloaded from CASQA, <http://www.casqa.org/>.

In this technical specification the CASQA Handbook BMP numbers are appended to the associated Standard Specification sections. If a conflict occurs the CASQA Handbook BMP's shall govern.

13-1.01B Definitions: **Construction phase:** The construction phase starts at the start of job site activities and ends at Contract acceptance.

13-1.01C(4)(c) Water Quality Monitoring Reports: As the project is less than 1 acre you shall complete and sign the Storm Water Correction Notices (below) with the City as part of the Storm Water Permit.

STORM WATER CORRECTION NOTICE

FAILURE TO CORRECT BY DUE DATE MAY RESULT IN STOP WORK NOTICE!

PROJECT NAME: _____

JOB ADDRESS: _____

PROJECT / PERMIT #: _____ DATE: _____

☐ No storm water deficiencies identified.

I HAVE INSPECTED THIS PROJECT SITE. THE FOLLOWING ISSUES AND DEFICIENCIES HAVE BEEN IDENTIFIED AND REQUIRE CORRECTIVE ACTION:

STORMWATER BMPs:

- | | | | |
|---|---|---------------------------|-------------------------|
| ☐ Storm Drain Protection: | Install | Maintain | Replace |
| ☐ Perimeter Controls: | Install | Maintain | Replace |
| ☐ Housekeeping: | Sweep | Clean | Remove Garbage & Debris |
| ☐ Stockpiles: | Cover | Perimeter Controls | Remove |
| ☐ Debris Bins: | Cover | Perimeter Controls | |
| ☐ Tracking: | Clean-Up | Install Tracking Controls | |
| ☐ Portable Toilet: | Secondary Containment Required | | |
| ☐ Concrete: | Install BMPs for Pumper or Concrete Truck
Cover / Maintain Concrete Washout Containers | | |
| ☐ Sediment & Erosion: | Install Appropriate Controls | Dust Controls | |
| ☐ Other: | | | |

***ALL DEFICIENCIES MUST BE CORRECTED PRIOR TO NEXT RAIN EVENT OR NO LATER THAN DUE DATE, WHICHEVER IS SOONER.**

DATE REQUIRED (SEE NOTE*): _____

INSPECTOR: _____ PH #: () _____

CONTRACTOR SIGNATURE: _____ DATE: _____

Inspection Type: ☐ **Monthly** (Oct 1st-April 30th)

☐ **Pre-Rain** (Sept 1st-Oct 1st)

☐ **Deficiency Re-Inspection**

☐ **Following First 0.25" Rain**
(within 2 business days)

13-1.03 Construction:

Contractor shall implement appropriate BMPs to minimize construction-related erosion and runoff. Suggested BMPs include, but are not limited to:

- Schedule construction activities during dry weather. Keep grading operations to a minimum during the rainy season (October 15 through April 15).
- Protect and establish vegetation.
- Stabilize construction entrances and exits to prevent tracking onto roadways.
- Protect exposed slopes from erosion through preventative measures. Cover the slopes to avoid contact with storm water by hydroseeding, applying mulch or using plastic sheeting.
- Install straw wattles and silt fences on contour to prevent concentrated flow. Straw wattles should be buried 3 to 4 inches into the soil, staked every 4 feet, and limited to use on slopes that are no steeper than 3 units horizontal to 1 unit vertical. Silt fences should be trenched 6 inches by 6 inches into the soil, staked every 6 feet, and placed 2 to 5 feet from any toe of slope.
- Designate a concrete washout area to avoid wash water from concrete tools or trucks from entering gutters, inlets or storm drains. Maintain washout area and dispose of concrete waste on a regular basis.
- Establish a vehicle storage, maintenance and refueling area to minimize the spread of oil, gas and engine fluids. Use oil pans under stationary vehicles.
- Protect drainage inlets from receiving polluted storm water through the use of filters such as fabrics, gravel bags or straw wattles.
- Check the weather forecast and be prepared for rain by having necessary materials onsite before the rainy season.
- Inspect all BMPs before and after a storm event. Maintain BMPs on a regular basis and replace as necessary.

At no time shall silt-laden runoff be allowed to enter a river, stream, or lake or directed to where it may enter a river, stream, or lake. Erosion control measures shall be utilized throughout all phases of operation where sediment runoff from exposed slopes threatens to enter a river, stream, or lake. Erosion control measures, such as, silt fences, straw hay bales, gravel or rock lined ditches, water check bars, and broadcasted straw shall be used wherever sediment has the potential to leave the work site and enter the stream.

No spoil from excavation shall be placed within the Top-of-Bank. Excavated spoil shall be removed to an area where the sediment will not deliver to a watercourse or where it may impact streambed habitat, aquatic or riparian vegetation. Stockpiles shall be covered when measurable rain is forecasted.

13-2 Water Pollution Control Program

13-2.01B Submittals: The program to control water pollution required to be submitted under this section of the Standard Specifications shall include a spill contingency plan that establishes clean-up procedures that will be followed in the event of a spill of potentially hazardous, toxic, or polluting materials.

13-3 Storm Water Pollution Prevention Plan

13-3.01A Summary: This project is exempt from the State Water Resources Control Board General NPDES Permit for the Discharge of Storm Water related to Construction Activities

(Construction General Permit), and not required to have a Storm Water Pollution Prevention Plan (SWPPP), therefore Section 13-3, Storm Water Pollution Prevention Plan, of the Standard Specifications does not apply to this project.

13-3.04 Payment- Replace With: A Storm Water Pollution Prevention Plan shall be considered as included in the contract lump sum price paid for Water Pollution Control.

The Department does not pay for the preparation, collection, laboratory analysis, and reporting of stormwater samples for nonvisible pollutants if WPC practices are not implemented before precipitation or if you fail to correct a WPC practice before precipitation.

The Department does not adjust the unit price for an increase or decrease in the quantity of:

1. Stormwater sampling and analysis day
2. Stormwater annual report

13-4 Job Site Management

13-4.03B: Spill Prevention and Control/CASQA Spill Prevention and Control (BMP WM-4):

The contractor shall comply with CASQA Spill Prevention and Control (BMP WM-4). If a spill occurs at the construction site and the contractor does not take immediate and adequate steps to contain and clean up the spill, especially if rain is threatening or if a discharge to a storm drain or creek could occur, the City shall have the right, in its sole and absolute discretion, to clean up the spill using City forces or an independent contractor. The cost of any such cleanup, in addition to recovery of any penalty or fine imposed upon the City, plus an administrative charge of fifteen percent (15%) of the costs incurred by the City, shall be deducted from any amounts owed to Contractor hereunder.

In the event there are insufficient amounts owed to Contractor hereunder to cover the foregoing costs and charges, the City shall have the right to pursue any other remedy to recover same, including, but not limited to, proceeding against any surety or bond in favor of the City. The City's rights under this section are intended to be in addition to and not in lieu of any imposed by the City against Contractor for violations of City Code Chapter 17-12, "Storm Water".

13-4.03C(3): Stockpile Management/CASQA Stockpile Management (BMP WM-3): The Contractor shall comply with CASQA Stockpile Management (BMP WM-3). Do not block storm water flows.

13-4.03D(1): Waste Management/CASQA Solid Waste Management (BMP WM-5): The Contractor shall dispose of all trash, rubbish, and waste materials of any kind generated by the contractor, subcontractor, or any company hired by the Contractor on a daily basis.

13-4.03D(3): Concrete Waste/CASQA Concrete Waste Management (BMP WM-8): The Contractor shall comply with CASQA Concrete Waste Management (BMP WM-8). Ensure the containment of concrete washout areas and other washout areas that may contain pollutants so there is no discharge into the underlying soil and onto the surrounding areas.

13-4.03D(4): Sanitary and Septic Waste/CASQA Sanitary and Septic Waste Management (BMP WM-9): The Contractor shall comply with CASQA Sanitary and Septic Waste Management (BMP WM-9). Sanitation facilities must be maintained periodically by a licensed service to keep them in good working order and prevent overflows. Portable toilets are required to have secondary containment.

13-4.03D(5): Liquid Waste: Liquid waste includes water generated from excavation dewatering. Minimize transfer piping by locating containers near the excavation to be dewatered while protecting the containers from moving vehicles and equipment.

13-4.03D(6) Additional Minimum BMPs for Pipe and Manhole Abandonment:

1. Sand bags will be in place at all affected manholes.
2. Sand bags placed around any ditches or fill/vent pipes where the slurry material is placed into the SS mains.
3. Sand bags or straw wattles placed around any areas where the backhoe is operating.
4. Visqueen plastic will be onsite for overflow containment or for lining of clean-out pits/excavations as needed.
5. Radio communications (Nextel, walkie-talkie handhelds) at up and downstream ends of each pipe to be abandoned;
6. Foreman on site for the Contractor's crews and a foreman on site for slurry crews with radio contact between each;
7. Contractor's staff person situated near closest upstream MH when filling begins. Radio communication required;
8. Staff person(s) to monitor creek bank between manholes.
9. Contractor's safety/SWPPP representative on site for security purposes and monitoring operations;
10. Contractor and slurry mix/placement crew to provide immediate response for containment with backhoe/excavation;
11. City of Santa Rosa inspection and BMP staff present to monitor compliance with work plan and monitor waterways.
12. Rubber tire backhoe/loader for excavating down to the top of pipes if needed.
13. Rubber tire backhoe/loader to remain on site for building emergency berms or containment basins, as needed.
14. Vac-truck with hoses available on Standby – response time two hours if required.
15. Pump truck with hoses available on Standby - response time two hours if required.

13-4.03E(1): Water Control and Conservation/CASQA Water Conservation Practices (BMP NS-1 and NS-2) The Contractor shall comply with CASQA Water Conservation Practices (BMP NS-1 and NS-2).

13-4.03E(3): Vehicle and Equipment Cleaning/CASQA Vehicle and Equipment Cleaning (BMP NS-8) The Contractor shall comply with CASQA Vehicle and Equipment Cleaning (BMP NS-8).

13-4.03E(4): Vehicle and Equipment Fueling and Maintenance/CASQA Vehicle and Equipment Fueling (BMP NS-9), and CASQA Vehicle and Equipment Maintenance (BMP NS-10) The Contractor shall comply with CASQA Vehicle and Equipment Fueling (BMP NS-9), and CASQA Vehicle and Equipment Maintenance (BMP NS-10).

13-4.03E(7): Paving, Sealing, Sawcutting, Grooving, and Grinding Activities: As listed in Part 9, sections 4 and 5 of the Storm Water Permit, the following additional BMPs shall be implemented for street paving, repaving, reconstruction, patching, digouts or resurfacing.

1. Restrict paving and repaving activity to exclude periods of rainfall or predicted rainfall unless required by emergency conditions;
2. Install BMPs at all susceptible storm drain inlets and manholes to prevent paving products and tack coat from entering;
3. Prevent the discharge of release agents including soybean oil, other oils, or diesel to the storm water drainage system or watercourses;
4. Minimize non-storm water runoff from water use for the roller and for evaporative cooling of the asphalt;
5. Clean equipment over absorbent pads, drip pans, plastic sheeting or other material to capture all spillage and dispose of properly
6. Collect liquid waste in a container, with a secure lid, for transport to a maintenance facility to be reused, recycled, or disposed of properly **13-4.03D(5)**;
7. Collect solid waste by shoveling and vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility to be reused, recycled, or disposed of properly **13-4.03D(5)**;
8. Cover "cold-mix" asphalt (i.e., pre-mixed aggregate and asphalt binder) with protective sheeting during a rainstorm **13-4.03C(3)**;
9. Cover loads with tarp before haul-off to a storage site, ensuring that trucks are not overloaded;
10. Minimize airborne dust by using water spray during grinding **14-9.03**;
11. Protect stockpiles with a cover or sediment barriers during a rain event and;
12. Avoid stockpiling soil, sand, sediment, asphalt material and asphalt grindings materials or rubble in or near storm water drainage system or watercourses **13-4.03C(1)**,

13-4.03F Sweeping/CASQA Street Sweeping and Vacuuming (BMP SE-7) The Contractor shall also comply with CASQA Street Sweeping and Vacuuming (BMP SE-7).

13-4.03G Dewatering: Dewatering consists of discharging accumulated stormwater, groundwater, or surface water from excavations or temporary containment facilities.

Groundwater was encountered at varying levels throughout the project during the geotechnical investigation in June 2020. The boring farthest from the creek encountered groundwater at 25 feet, while the boring closest to the creek encountered groundwater at 14 feet. However, groundwater levels may change depending on the time of year and the amount of seasonal rainfall.

It should be anticipated that groundwater will be encountered within deep trench excavations as part of this project. If groundwater is encountered, the Contractor shall immediately notify the City.

The Contractor shall remove all water which accumulates in excavations during the progress of work until the subgrade has been prepared and backfilling has progressed to a sufficient height above static groundwater levels. The Contractor shall have a minimum of two working pumps available for immediate use at all times.

Water accumulated in excavations shall be discharged to the sanitary sewer under the conditions set forth in the discharge permit issued by the City included in these Special Provisions. Said water shall be disposed of in a manner as to cause no injury to public or private property, or be a menace to public health. Sediment shall be removed from water to be disposed of, prior to discharge, by placing the pump inlet hose into a sump filled with clean gravel, or a perforated bucket filled with clean gravel. The outlet of the pump shall have a filter sock installed to retain residual sediment.

The discharge shall be monitored to verify the lack of contamination. Periodic samples shall be analyzed by the City's Environmental Compliance Laboratory to confirm the acceptability of the discharge. **If any odor, sheen or other visual discrepancy is noted during excavation or discharge, stop pumping and immediately notify the Engineer.**

Pumped groundwater will not be allowed into any watercourse or storm drain system.

Contractor shall be responsible for constructing, operating and maintaining all necessary features to complete the work including furnishing, installing and maintaining all pumping and other equipment required to dewater any trenches containing water as may be encountered during performance of the work. Dewatering plan for each occurrence shall be approved by the Engineer prior to implementation. At the permanent conclusion of dewatering operations, all dewatering equipment shall be removed from the job site.

13-4.04G(1) Payment: If groundwater is encountered, **Groundwater Management Allowance** will be paid on a **Force Account (FA)** basis up to the contract allowance price and shall include full compensation for furnishing all labor, materials, permits, tools and equipment, for doing all the work involved in providing groundwater management, including, but not limited to, all necessary removal, storage, sediment treatment, pumping equipment, and transportation, for disposal for all groundwater encountered from excavations and trenches at the site, and no additional compensation will be made therefor. The maximum allowance designated by the City on a Force Account basis is noted in the Bid Schedule as Groundwater Management Allowance.

13-6 Temporary Sediment Control

13-6.03C Temporary Drainage Inlet Protection- In Addition: You shall comply with CASQA Storm Drain Inlet Protection (BMP SE-10).

13-7 Temporary Tracking Control

13-7.01A Temporary Tracking Control/Stabilized Construction Entrance and Exit (BMP TC-1), Entrance Outlet Tire Wash (BMP TC-3) The Contractor shall comply with Stabilized Construction Entrance and Exit (BMP TC-1), Entrance Outlet Tire Wash (BMP TC-3).

13-10 Temporary Linear Sediment Barrier

13-10 Temporary/CASQA Silt Fence and Sand Bag Barrier (BMP SE-1 and SE-8) The Contractor shall comply with CASQA Silt Fence and Sandbag Barrier (BMP SE-1 and SE-8).

13-10.04 Payment: Full compensation for conforming to the requirements of Section 13, with the exception of work to be performed under the Groundwater Management Allowance, shall be paid for at the contract **lump sum** price for **Water Pollution Control**, which price shall include full compensation for conforming to the provisions of these specifications including but not limited to furnishing all labor, materials, maintenance, tools and equipment, and doing all work involved in Water Pollution Control, as specified herein, and no additional allowance will be made therefore.

[Revised: 12/15/16 CDA STD2010]

14 ENVIRONMENTAL STEWARDSHIP

14-1.01 General: Section 14 includes specifications relating to environmental compliance and environmental resource management. Section A includes all permits and MMRP requirements. In the event of a conflict between these Technical Specifications and permit requirements, the more stringent requirement shall govern.

14-2 CULTURAL RESOURCES

14-2.03 Archaeological Resources:

The project will be monitored for cultural resources during construction by the Federated Indians of the Graton Rancheria (Tribe). A Tribal Monitor shall have access to monitor all project-related ground disturbing work. Provide a written schedule of excavation, testing, grading, and ground-disturbing activities to the City three weeks in advance of commencement of these activities. Provide a minimum of 48 hours' notice of any rescheduling or interruption of scheduled activities. Training on the identification of Tribal cultural resources from the Tribal Monitor shall be received prior to the commencement of construction. If additional employees are hired during the course of construction, the Contractor shall coordinate with the tribal monitor a minimum of one week prior to the new employee's first day to coordinate training for the new employee on the identification of Tribal cultural resources from the Tribal Monitor

In the event prehistoric-era or historic-era archaeological site indicators or tribal cultural resources are unearthed during the course of grading, excavation and/or trenching, all ground disturbing work within sixty (60) feet of the discovery shall cease and all exposed materials shall be left in place. Prehistoric-era archaeological site indicators could include chipped chert and obsidian tools and tool manufacture waste flakes, grinding implements such as mortars and pestles, and locally darkened soil containing the previously mentioned items as well as fire altered stone and dietary debris such as bone and shellfish fragments. Historic-era archaeological site indicators could include items of ceramic, glass and metal, and features such as structural ruins, wells and pits containing such artifacts. Tribal cultural resources may include Prehistoric-era and Historic-era archaeological site indicators as well as additional indicators determined by the Tribal Monitor to be consistent with the Tribe's cultural values and practices. After cessation of excavation, the contractor shall immediately contact the City. The contractor shall not resume construction activities until authorization to proceed is received from the City.

14-2.06 Human Remains:

If human remains are encountered during grading, excavation or trenching, all construction activity shall cease within sixty (60) feet and the contractor shall immediately contact the City and the Sonoma County Coroner's Office. If the remains are determined by the Coroner's Office to be of Native American origin, the Native American Heritage Commission shall be contacted and the procedures outlined in CEQA §15064.5 (d) and (e) shall be implemented by the City or its designee. The Tribe's traditions call for burial of associated tribal cultural resources with the deceased (grave goods, funerary objects, ceremonial items, and objects of cultural patrimony), and cremations or ceremonial burning of funerary objects, grave goods and animals. Ashes and other remnants of these burning ceremonies, as well as grave goods and funerary objects associated with or buried with Native American human remains are to be treated in the same manner as bones, bone fragments and cremations.

14-2.07 Payment: Full compensation for conforming to cultural resources requirements is considered as included in the contract prices paid for **various contract items** of work and no additional allowance will be made therefor.

14-6 BIOLOGICAL RESOURCES

14-6.03 Species Protection:

1. Qualified biologist and/or other professionals responsible for performing environmental training, pre-construction surveys, instruction related to species protection, and biological monitoring will be retained by the City.
2. A Qualified Biologist or Biological Monitor will be on site daily to monitor compliance with all conditions of this Agreement unless otherwise approved in writing by CDFW. The Qualified Biologist or Biological Monitor will have the authority to halt project activities, through communication with the Project Manager or their on-site designee
3. Contractor shall provide adequate notification and schedule updates to allow City to schedule necessary surveys and inspections. Contractor shall participate in trainings by project biologist prior to Construction.
4. All pipes, hoses, or similar structures less than 12 inches in diameter shall be closed or covered to prevent animal entry. All construction pipes or similar structures greater than 2 inches in diameter stored at the project site overnight shall be inspected thoroughly for wildlife before the pipe or similar structure is buried, capped, used, or moved.
5. If special status species are encountered during project activities, work shall be suspended, CDFW notified, and avoidance and minimization measures shall be developed in agreement with CDFW prior to re-initiating the activity.
6. If any wildlife is encountered during the course of construction, all work in the immediate area shall cease and the wildlife shall be allowed to leave the construction area unharmed, unless otherwise approved in writing by CDFW.

14-6.03B Migratory Birds:

To avoid potential impacts to Yellow-breasted chat and other migratory bird species (nesting birds), to the extent practical, all construction activities should be performed between September 1 and January 31 to be outside the nesting season. If work must be performed during the nesting season (between February 1 and August 31), a pre-construction nesting bird survey will be performed in all areas within 500 feet of proposed activities. The survey will be conducted within seven days of construction and whenever a lapse in construction exceeds seven days. If nests are found, an appropriately sized no-disturbance buffer shall be placed around the nest at the direction of the qualified biologist conducting the survey. Biologist will notify CDFW representative. Buffers shall remain in place until all young have fledged, or the biologist has confirmed that the nest has been naturally predated. The Qualified Biologist will have the authority to order cessation of all nearby projects activities if the nesting birds exhibit abnormal behavior that may result reproductive failure until an appropriate buffer is established. Biologist will monitor the behavior of the birds present at the site until the young have fully fledged.

14-6.03B(1) Roosting Western Red Bats:

Prior to any tree removal, a qualified biologist will conduct a habitat assessment for bats. The habitat assessment will be conducted a minimum of 30 to 90 days prior to tree removal and will include a visual inspection of potential roosting features. (e.g., cavities, crevices in wood and bark, exfoliating bark for colonial species, suitable canopy for foliage roosting species). If suitable habitat trees are found, they will be flagged or otherwise clearly marked, CDFW will be notified

immediately, and tree trimming or removal shall not proceed without approval in writing from CDFW.

Trees may be removed only if:

- a) presence of bats is presumed, or documented during the surveys described below, in trees with suitable habitat, and removal using the two-step removal process detailed below occurs only during seasonal periods of bat activity from approximately September 1 through October 15, or
- b) after a qualified biologist, under prior written approval of the proposed survey methods by CDFW, conducts night emergency surveys or complete visual examination of roost features that establish absence of roosting bats.

Two-step tree removal shall be conducted over two consecutive days, as follows:

- 1) the first day (in the afternoon), under the direct supervision and instruction by a qualified biologist with experience conducting two-step tree removal, limbs and branches shall be removed by a tree cutter using chainsaws only. Limbs with cavities, crevices or deep bark fissures shall be avoided, and
- 2) the second day the entire tree shall be removed.

All cuttings shall be left onsite for 48 hours prior to removal or chipping to allow roosting bats to flush. If a bat roosting or maternity colony cannot be avoided, the project shall prepare and implemented a bat mitigation and monitoring plan approved in writing by CDFW.

14-6.03C(1) Coho Salmon:

To protect steelhead and Coho salmon that may be present, the following measures shall be implemented:

1. The *Fish Management Plan for South Fulton Trunk Sewer Replacement Project, City of Santa Rosa, California* prepared by Hagar Environmental Science, August 2020, shall be implemented.
2. The Qualified Biologist will check daily for stranded aquatic life as the water level in the dewatering area drops. All reasonable efforts will be made to capture and move all stranded aquatic life observed in the dewatered areas. Take and/or disturbance shall be limited to the levels of incidental take established in the National Marine Fisheries Service Biological Opinion for Central California Coast steelhead.
 - a. The Qualified Biologist will capture all the juvenile steelhead present within the area being dewatered.
 - b. No one other than the City's Qualified Biologist will handle steelhead
 - c. No more than 3 percent of the total number of juvenile steelhead shall be injured, harmed, or killed during fish relocation activities.
 - d. No more than 26 feet of stabilized bank within the action area along Santa Rosa Creek shall be permitted.
 - e. The Qualified Biologist will notify the National Marine Fisheries Services within 24 hours of meeting or exceeding the incidental take of steelhead prior to project completion. If this occurs, project delays may occur while the activities are reviewed and additional protective measures may be required.
 - f. The Biologist will report the injury or killing of any endangered fish as a result of discharged dredge or work in navigable waters to NOAA and the US Army Corp of Engineers. The report will include the location and condition of all animals and if possible photographs of the individual. The animal is to be left in place and not disturbed unless collection or evidence is requested by NOAA.

3. Nuisance groundwater encountered during excavation within the streambed shall be discharged at a location where it will infiltrate into the soil, resulting in no overland flow. Turbid water shall not be allowed to flow downstream.
4. A spill prevention plan shall be prepared describing measures to be taken to minimize the risk of fluids or other materials used during construction (e.g., oils, transmission and hydraulic fluids, cement, fuel) from entering streams or contaminating adjacent riparian areas. Prior to entering the work site, all field personnel shall know the locations of spill kits and be trained in their appropriate use. Stationary equipment such as motors, pumps, generators, and welders, located adjacent to the stream shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill or leak. In addition to a spill prevention plan, a cleanup protocol shall be developed before construction begins and shall be implemented in case of a spill.
5. All activities performed in or near a river, stream, or lake shall have absorbent materials designated for spill containment and cleanup activities on-site for use in an accidental spill.
6. No spoil from excavation shall be placed within the Top-of-Bank. Excavated spoil shall be removed to an area where the sediment will not deliver to a watercourse. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the Top-of-Bank
7. Refueling of construction equipment and vehicles may not occur within 175 feet of any water body, or anywhere that spilled fuel could drain to a water body. Tarps or similar material shall be placed underneath the construction equipment and vehicles, when refueling, to capture incidental spillage of fuels. Equipment and vehicles operating in the project area shall be checked and maintained at the beginning of each work day to prevent leaks of fuels, lubricants, or other liquids.
8. In the event of a hazardous materials spill into a stream (e.g., concrete or bentonite), Contractor shall immediately notify the City, the California Office of Emergency Services State Warning Center by calling 1-800-852-7550, and immediately provide written notification to CDFW by email at R3LSA@wildlife.ca.gov. Contractor shall take all reasonable measures to document the extent of the impacts and affected areas including photographic documentation of affected areas, injured fish and wildlife. If dead fish or wildlife are found in the affected area, Contractor shall coordinate with City and biologist to collect carcasses and immediately deliver them to CDFW. Contractor shall meet with City and CDFW within ten days of the reported spill in order to develop a resolution including: site clean-up, site remediation and compensatory mitigation for the harm caused to fish, wildlife and the habitats on which they depend as a result of the spill. The Contractor shall be responsible for all spill clean-up, site remediation and compensatory mitigation costs. Spill of materials to waters of the state that are deleterious to fish and wildlife are in violation of Fish and Game Code section 5650 et seq. and are subject to civil penalties for each person responsible

14-6.03C(2) Foothill Yellow-Legged Frog and Western Pond Turtle:

To reduce potential harm to Foothill yellow-legged frog and Western pond turtle, the following measures shall be implemented:

1. An environmental training will be provided to all construction workers prior to the start of work. Training will include a description of all biological resources that may be found on or near the project site, the laws and regulations that protect those resources, the consequences of non-compliance with those laws and regulations, instructions for inspecting equipment each morning prior to activities, and a contact person if protected biological resources are discovered in the project area

2. A pre-construction survey will be conducted within 48 hours of ground disturbing activities for foothill yellow-legged frog and western pond turtle. If these species are detected CDFW shall be notified. If possible, the animal shall be allowed to leave the area on its own. If not possible, the Qualified Biologist will relocate the animal out of harm's way to appropriate habitat within the stream it was found. A Western Pond Turtle Habitat Improvement Plan, if western pond turtle or their nests are found, if required and approved by CDFW, may be required to be created and implemented
3. A qualified biological monitor will be present during riparian vegetation removal activities. If either species is found, the animal may be relocated to suitable habitat outside the project area by a CDFW-approved biologist.
4. Trenches and holes shall be covered and inspected daily for stranded animals, to the extent possible. Trenches and holes deeper than one foot shall contain escape ramps at a maximum slope of 2:1 to allow trapped animals to escape.
5. During project activities, all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following maintenance activities, all trash and maintenance debris shall be removed from work areas.

14-6.03C(3) Special Status Plants:

A special status plant survey will be conducted at the appropriate time of year prior to the start of the construction season according to CDFW's *2018 Protocols for Surveying and Evaluating Impacts to Special-Status Native Plant Populations and Natural Communities*. The results of the survey will be provided to CDFW for acceptance.

If any special-status plant species are observed, the project shall fully avoid direct and indirect impacts to all individuals and prepare and implement a CDFW-approved avoidance plan prior to project activities. If full avoidance is not possible, project activities may not commence until the Permittee has consulted with CDFW and obtained CDFW's written approval prior to the start of construction, which may include salvaging topsoil, transplanting individuals, compensatory habitat, or other measures and an amendment to this Agreement. All sensitive plant restoration and planting sites will be protected and monitored for five years.

14-6.03C(4) Payment: Full compensation for conforming to species protection requirements shall be considered as included in the contract prices paid for **various contract items** of work and no additional allowance will be made therefor.

14-6.04 Offsite Mitigation:

The following measures shall be implemented at Peterson Lane Park to mitigate for the construction-related loss of riparian habitat in the Santa Rosa Creek channel:

1. Restoration within the Forestview Creek channel shall be according to the *Peterson Park Off-Site Riparian Restoration and Monitoring Plan*, prepared by Sol Ecology on January 22, 2025.
2. The Plan shall be implemented within one year of the completion of construction activities unless otherwise approved in writing by CDFW.
3. In the locations shown on the Drawings, clear the restoration area of invasive species and other weeds that may threaten native plant establishment.
4. Plant native plants in the locations and at the frequency/quantity indicated on the Drawings.
 - a. Replanting shall offset the removal of three trees (or any additional trees if approved in writing by CDFW pursuant to Measure 2.24) at the below minimum replacement ratios, unless otherwise approved in writing by CDFW:
 - i. 1:1 replacement for non-native trees;

- ii. 3:1 replacement for trees up to 6-inch DBH
 - iii. 6:1 replacement for trees greater than 6-inch DBH;
 - iv. 3:1 replacement for oak trees 5 to 8 inches DBH;
 - v. 5:1 replacement for oak trees 8 inches to 16 inches DBH; and
 - vi. 15:1 replacement for oak trees greater than 16-inch DBH, which are considered old growth oaks.
 - b. Replacement tree plantings shall consist of 5-gallon or greater saplings unless otherwise approved in writing by CDFW, and locally-collected seeds, stakes, or other suitable nursery stock as appropriate, and shall be native species to the area adapted to the lighting, soil, and hydrological conditions at the replanting site. If acorns are used for oak tree replanting, each planting will include a minimum of three acorns planted at an approximately two-inch depth to minimize predation risk. Large acorns shall be selected for plantings. Replacement oaks shall come from nursery stock grown from locally-sourced acorns, or from acorns gathered locally, preferably from the same watershed in which they are
 - c. Depending on nursery stock availability, substitution may be allowed for the specified species. Substitutions shall have the same life form, consist of the same quantity, and have similar habitat/water requirements, and be native to the area.
 - d. Measures to avoid using plant stock that may be infected with the plant pathogen *Phytophthora* sp. shall be implemented. Measures to avoid contamination with *Phytophthora* sp. may include, but are not limited to, avoiding collection of propagules from 1) known or likely infected areas; 2) during wet conditions; 3) when soil is muddy; or 4) from within 0.5 meters of the soil surface. Measures may also include implementing heat or chemical treatments to collected seeds prior to installation.
5. Apply mulch to exposed soil in restoration areas in accordance with Section 21 Erosion Control of these Specifications.
 6. If herbicide use is necessary, only herbicides registered with the California Department of Pesticide Regulation shall be used. All herbicides shall be applied in accordance with regulations set forth by the California Department of Pesticide Regulation and according to labeled instructions. Only herbicides approved for use in aquatic environments are permitted. Care shall be taken to avoid herbicide contact with native vegetation, and it shall only be applied on calm days (wind speed less than 5 miles per hour) to prevent airborne transfer of herbicide. No herbicides shall be used where threatened or endangered species occur, unless otherwise approved by in writing by CDFW.
 7. All trees shall be installed with herbivory protection hardware in the form of either 2-foot diameter browse protection cages at least 4-feet in height made from 2-inch aviary wire, or ready-made tree shelters. Rebar, T-posts, or sturdy wooden stakes shall be used for support. Hardware shall be removed as plants outgrow them.
 8. Shrubs, forbs, and grasses do not require herbivory protection hardware. All individual plants or plant clusters shall be adequately demarcated with wooden stakes at least 3-feet tall to aid in identification while mowing.
 9. Planting shall occur in February to early March.
 10. Contractor shall provide supplemental irrigation to plantings during the dry period for one year after construction.
 11. Contractor shall perform monitoring and eradication of invasive exotic species that may occur within the project area for one year following construction.
 12. Contractor shall monitor and maintain all plants as necessary for one year after construction.

- a. The Contractor shall submit a status report on the monitoring of planting by January 15th of the year following planting, and at the end of the one year monitoring and maintenance period. This report shall include the survival, percent cover, and height of both tree and shrub species. The number by species of plants replaced, an overview of the revegetation effort, and the method used to assess these parameters shall also be included. Photos from designated photo stations shall be included.
13. Prior to commencement of work a minimum of four (4) vantage points that offer representative views of the project site and work areas shall be identified. The Contractor shall photograph the project area from each of the vantage points, noting the direction and magnification of each photo. Upon completion of work, the Contractor shall photograph post-project conditions from the vantage points using the same direction and magnification as pre-project photos. A reference key shall be submitted with the photos describing the location of the photo, the direction of the view, and whether the photo is pre- or post-construction. All photos shall be submitted within 30 days of project conclusion.

14-6.05 In-Stream Construction:

The Contractor shall comply with CEQA Mitigation Measures and permit terms from USACE, Regional Board and CDFW. At a minimum, comply with the following general conditions:

1. No work shall occur until all necessary permits have been obtained.
2. Work within the stream channel shall occur between June 15 and October 15 (with the potential to be extended until November, consistent with CDFW regulations). Dewatering shall only occur between August 1 and October 15 (consistent with NOAA Fisheries regulations). During this time, maximum flow is anticipated to be 2 cubic feet per second (cfs).
3. Work shall be performed in isolation from the stream. Diversion shall be performed in accordance with the requirements of Section 140 Stream Diversion.
4. Work shall be restricted to daylight hours (one hour after sunrise to sunset).
5. The number of access routes, size of staging areas, and the total area of the activity will be limited to the minimum necessary to achieve the project goal.
6. Refueling of equipment within the floodplain or within 175 feet of the waterway is prohibited. If critical equipment must be refueled within 175 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 175 feet of a waterway. The Applicant must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.
7. Develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the project. The Plan must detail the project elements, construction equipment types and location, access and staging and construction sequence.
8. The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete, asphalt, paint, coating material, drilling fluids, or other construction-related potentially hazardous substances to surface water and/or soil is prohibited.

9. Silt fencing, straw wattles, or other effective management practices must be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the United States through the entire duration of the Project.
10. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete the project. Vegetation outside the construction corridor shall not be removed or damaged.
11. Disturbed ground will be treated with appropriate erosion control measures (mulching, seeding, planting, etc.) prior to the end of the construction season, prior to ceasing operations due to forecasted wet weather, OR within seven days of project completion, whichever comes first. Operations will use all feasible techniques to prevent any sediment from entering a drainage system.
12. Create a vegetation and tree protection plan. Orange construction fencing shall be placed around all existing riparian vegetation to avoid potential effects to this sensitive vegetation community during construction activities. Unless trees are indicated to be removed on the plans, no trees may be removed unless otherwise approved in writing by CDFW.
13. For each existing tree with a greater than four-inch diameter within or adjacent to the work area that will be retained following construction, a critical root zone shall be established by the qualified biologist and fenced off from work.
14. All removed vegetation and debris shall be moved outside the ordinary high water mark prior to inundation by water. All removed vegetation and debris shall be disposed of according to state and local laws.
15. To ensure that pathogens or invasive mollusks are not conveyed between work sites by biologists conducting surveys, the USFWS Recommended Equipment Decontamination Procedures shall be followed at all times.
16. During project activities, all trash that may attract predators will be properly contained, removed from the work site, and disposed of regularly. Following maintenance activities, all trash and maintenance debris will be removed from work areas.
17. No equipment shall be operated and no work shall occur in the portion of the stream where surface water is present except for dewatering activities in accordance with Section 140 Stream Diversion of these specifications.
18. Contractor shall submit a frac-out plan at least 14 days prior to construction to demonstrate preparation in the event that the casing cracks and grout spills (CA Water Code section 13267).
19. Work shall comply with the Nationwide Permit Conditions for Utility Line Activities and Other Substances, General Permit Conditions, and Regional Permit Conditions outlined on the US Army Corps Website.

14-6.06 Payment: Offsite Mitigation shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved for removing non-native plants and planting native plants and no additional allowance will be made therefor.

Full compensation for conforming to in-stream construction requirements shall be considered as included in the contract prices paid for **various contract items** of work and no additional allowance will be made therefor.

14-7 PALEONTOLOGICAL RESOURCES

14-7.03 Discovery of Unanticipated Paleontological Resources:

In the event paleontological site indicators are unearthed during the course of grading, excavation and/or trenching, all ground disturbing work in the vicinity of the discovery shall cease and all exposed materials shall be left in place. After cessation of excavation, the contractor shall immediately contact the City. The City shall contact a qualified professional geologist or paleontologist immediately after the find. Such consultant shall conduct an evaluation of significance of the site, and assess the necessity for mitigation. The contractor shall not resume construction activities until authorization to proceed is received from the City.

14-7.04 Payment: Full compensation for conforming to paleontological resources requirements is considered as included in the contract prices paid for **various contract items** of work and no additional allowance will be made therefor.

14-8 NOISE AND VIBRATION

14-8.02 Noise Control: The following measures shall be implemented at the construction site to reduce the effects of construction noise on adjacent residences:

1. Noise-generating activities at the construction site or in areas adjacent to the construction site associated with the project in any way shall generally be restricted to the hours of 7:00 a.m. to 7:00 p.m, or as allowed by City code. Any work outside of these hours should require a special permit from the City Engineer. There should be a compelling reason for permitting construction outside the designated hours.
2. Equip all internal combustion engine-driven equipment with intake and exhaust mufflers which are in good condition and appropriate for the equipment.
3. Unnecessary idling of internal combustion engines shall be strictly prohibited.
4. Staging of construction equipment and all stationary noise-generating construction equipment, such as air compressors and portable power generators, shall be staged as far as practical from existing sensitive noise receptors.
5. Utilize "quiet" air compressors and other stationary noise sources where technology exists.

14-8.03 Payment: Full compensation for conforming to noise and vibration requirements is considered as included in the contract prices paid for **various contract items** of work and no additional allowance will be made therefor.

14-9 AIR QUALITY

14-9.03C Construction:

1. All exposed surfaces (e.g. parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day, in the middle and ending of each workday, or be covered. The frequency of watering shall increase if dust is airborne. Watering shall not produce runoff.
2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.

3. All visible mud or dirt track-out onto adjacent public roads and paved paths shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
4. All vehicle speeds on unpaved roads shall be limited to 15 mph.
5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible.
6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
8. Post a publicly visible sign with the telephone number and person to contact at the City regarding dust complaints. This person shall respond and take action within 48 hours. The Bay Area Air Quality Management District's phone number shall also be visible to ensure compliance with applicable regulations.
9. Contractor shall maintain dust control to the satisfaction of the Engineer, 7 days a week, 24 hours per day.

14-9.03D Payment: Full compensation for conforming to this section shall be considered as included in the prices paid for the **various contract items** of work and no additional compensation will be allowed.

14-10 SOLID WASTE DISPOSAL AND RECYCLING

14-10.01 General: The Contractor shall provide a monthly recycling report for each quantity (in tons) of asphalt concrete and portland cement concrete with receipts verifying delivery to a material recycler.

All other excess materials from the project shall become the property of the Contractor and shall be disposed of by him, at his expense. The Contractor is responsible for the proper disposal, reuse, and/or recycling of all Project-generated waste in compliance with applicable state and federal laws and regulations (CA Water Code sections 13271 and 13369, CCR section 3861(d)(2)).

14-10.02A(1) Submittals: Submit a Solid Waste Disposal and Recycling Report prior to final acceptance of work performed under the Contract. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project.

14-10.02D Payment: Full compensation for material recycling as specified herein shall be considered as included in the contract prices paid for **various items of work**, and no additional compensation will be allowed therefor.

14-11 HAZARDOUS WASTE AND CONTAMINATION

14-11.01 General:

Contractor shall follow the provisions of § 5163 through 5167 of the General Industry Safety Orders (California Code of Regulations, Title 8) to protect the project area from being contaminated by accidental release of any hazardous materials.

In general, the Contractor shall maintain awareness of potential signs of soil and groundwater contamination throughout the project limits and shall notify the Engineer immediately upon discovery of any potential soil or groundwater contamination.

Any hazardous or toxic materials that could be deleterious to aquatic life that could be washed into the stream shall be contained in watertight containers or removed from the project site. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, wildlife, or riparian habitat resulting from the project related activities shall be prevented from contaminating the soil and/or entering the stream.

If hazardous materials are encountered during construction or occur as a result of an accidental spill, the contractor shall halt construction immediately, notify the City, and implement remediation in accordance with the project specifications and applicable requirements of the North Coast Regional Water Quality Control Board. Disposal of all hazardous materials shall be in compliance with current California hazardous waste disposal laws.

A Phase I Environmental Site Assessment (ESA) was completed within the past year for an adjacent City project area and reviewed for general context. Based on that assessment and other available information, Recognized Environmental Conditions (RECs) within the project limits are not anticipated. The absence of identified RECs does not indicate that excavated material is suitable for unrestricted reuse. Background concentrations of metals, naturally occurring constituents, or constituents of concern may exceed private-facility or site acceptance limits without indicating contamination or evidence of a release.

Contractor shall not assume unconditional reuse of excavated soil. The contractor shall be responsible for the selection of the disposal site(s) for excavated soil and any testing requirements required by the selected disposal site(s). Prior to disposal of any excess material from the work site, submit to the Engineer written authorization for such disposal and entry permission signed by the approved disposal site(s).

The Contractor is solely responsible for selecting, evaluating, and securing acceptance for soil disposal at any reuse, recycling, or disposal facility, including private sites that may have sensitive, restrictive, or site-specific acceptance criteria. The Contractor's selection of a site with stringent acceptance limits shall not establish, imply, or redefine the regulatory cleanup level for excavated material and shall not be used as a basis for reclassifying excavated soil as contaminated. Failure of excavated material to meet the acceptance requirements of any facility or site chosen by the Contractor shall not entitle the Contractor to additional compensation, nor constitute grounds for a differing site condition claim. The Contractor shall perform all sampling, analysis, and characterization required by the receiving facility or disposal site and shall manage all excavated soil at no additional cost to the City.

Excavated material shall be considered non-contaminated when it exhibits no visual, olfactory, or field screening indicators of a chemical release, including but not limited to staining, petroleum odors, unusual discoloration, and/or when laboratory analysis (if performed) indicates no exceedance of Commercial/Industrial screening levels under federal, state or local law. Non-contaminated material may contain naturally occurring metals or low level detections of volatile or semi volatile compounds without being considered contaminated. Non-contaminated material shall become the property of the Contractor upon excavation and shall be removed from the Project site at the Contractor's expense.

Material shall be considered suspected or contaminated only when visual, olfactory, or field indicators of a release are observed, or when laboratory analysis indicates exceedance of Commercial/Industrial screening levels under federal, state, or local law. Under such conditions, the material shall remain the property of the City and shall be handled and disposed of in accordance with Section 14-11. Upon encountering suspected or contaminated material, the Contractor shall immediately stop work in the affected area, segregate the material, implement protective measures, and notify the City for further direction. The Contractor shall not declare material contaminated based solely on its failure to meet the acceptance limits of a facility selected by the Contractor.

14-11.03 Hazardous Waste Management: Should contamination be discovered during construction, the Contractor shall develop a plan for handling and disposal of potentially contaminated soils and groundwater.

In general, the Contractor shall maintain awareness of potential signs of hazardous substances in the soil and groundwater throughout the project limits and shall notify the City immediately upon discovery.

If hazardous waste contamination is encountered or suspected, the Contractor shall provide 40-hour OSHA-HAZWOPER certified workers in the contaminated area and provide a field Site Safety Officer that is also an 8-hour OSHA-HAZWOPER Supervisor trained to directly oversee the contaminated materials removal and handling operation. All workers in this circumstance must have their initial and annual renewal refresher training, medical clearance and personal protection equipment in accordance with 8CCR Section 5192.

14-11.07: Department-Generated Hazardous Waste

14-11.07C Transport and Disposal of Department-Generated Hazardous Waste: Should hazardous waste be identified, the Contractor shall furnish filled out hazardous waste manifests ready for the Engineer's signature. Contractor shall comply with all disposal regulations, such as City, County, and/or State permits and licenses, as may be required.

Within 5 business days of transporting Department-generated hazardous waste, submit documentation of proper disposal from the receiving landfill.

14-11.11: Department-Generated Contaminated Soil

14-11.11A Contaminated Soil Management: Should contaminated soil be identified, the Contractor shall furnish filled out hazardous waste manifests ready for the Engineer's signature. Contractor shall comply with all disposal regulations, such as City, County, and/or State permits and licenses, as may be required.

Within 5 business days of transporting Department-generated contaminated soil, submit documentation of proper disposal from the receiving landfill.

14-11.17 Payment: Full compensation for conforming to hazardous waste and contamination requirements is considered as included in the contract prices paid for **various contract items** of work and no additional allowance will be made therefor.

Any material excavated from trenches in the project area that exhibit signs of contamination (including but not limited to staining and/or odor) shall be considered property of the City and shall only be disposed of at the direction of the City. Under such conditions, costs beyond normal disposal costs for uncontaminated material will be paid on a force account basis. Prior to disposal of any excess material from the work site, the Contractor shall submit to the Engineer written authorization for such disposal and entry permission signed by the approved disposal site. The Contractor shall comply with all disposal regulations such as City, County, and/or State permits and licenses, as may be required.

14-12 OTHER AGENCY REGULATORY REQUIREMENTS

14-12.01 General:

For portions of the project occurring within the Santa Rosa Creek channel, the Contractor shall adhere to all permit terms contained in the USACE, Regional Board and CDFW permits for such construction. In-stream containment shall, at a minimum, include:

- Prior to construction, contractor shall submit a frac-out plan. The approved plan must be submitted to the Regional Board a minimum of 14 days prior to construction
- Owner must be notified a minimum of 5 working days prior to ground disturbing work so the Regional Board may be notified. The Regional Board may send staff to observe the work.
- Refueling of equipment within the floodplain or within 175 feet of the waterway is prohibited. If critical equipment must be refueled within 175 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 175 feet of a waterway. The Applicant must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.
- The Contractor shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the Project. The Plan must detail the Project elements, construction equipment types and location, access and staging and construction sequence.
- Raw cement, concrete (or washing thereof), asphalt, drilling fluids, lubricants, paints, coating material, oil, petroleum products, or any other substances which could be hazardous to fish and wildlife resulting from or disturbed by project-related activities, shall be prevented from contaminating the soil and/or entering waters of the United States.
- The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete, asphalt, paint, coating material, drilling fluids, or other construction-related potentially hazardous substances to surface water and/or soil is prohibited.

- Discharge of unset cement, concrete, grout, damaged concrete spoils, or water that has contacted uncured concrete or cement, or related washout to surface waters, ground waters, or land is prohibited. If concrete washout is necessary at a site, washout containment to prevent any discharge shall be used. Wastewater may only be disposed by delivery to a sanitary wastewater collection system/facility (with authorization from the facility's owner or operator) or a properly licensed disposal or reuse facility.
- The Contractor shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering into the channel outside of those structures. No concrete shall be poured within the channel if the 15-day weather forecast indicates any chance of rain greater than 20 percent.
- All cement-based products (concrete, mortar, etc.) poured or applied wet onsite shall be excluded from the wetted channel or areas where they may come into contact with water flow. The product shall be kept moist for 30 days and runoff from the product shall not be allowed to enter the stream. Commercial sealants may be applied to the product surface or mixture where difficulty in excluding flow for a long period may occur. If sealant is used, water shall be excluded from the situ until the sealant is cured.
- At all times when the Contractor is pouring or working with wet concrete, there shall be a designated monitor to inspect the containment structures and ensure that no concrete or other debris enters into the channel outside of those structures.

14-12.02 Payment: Full compensation for conforming to this section is considered as included in the contract prices paid for **various contract items** of work and no additional allowance will be made therefor.

14-12.05 City Wide Integrated Pest Management (IPM) Policy: Comply with City Policy number 000-074. This includes the management pesticides for pests, including unwanted plants, insects, rodents, and fungus. Pest are controlled for assorted reasons including public safety, public health, plant health, aesthetic, and control of invasive plants, pathogenic organisms and/or insects.

14-13 Payment: Full compensation for conforming to the provisions of these specifications shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed, therefore.

[Revised: 01/08/18-CDA STD2010]

15 EXISTING FACILITIES

15-1.03A General: Existing facilities disturbed by construction shall conform to Section 7.5 of these General Conditions. All existing active utilities found to reside in excavated areas shall be supported in place with service maintained during construction. The Contractor shall be responsible for any damage caused by their operations and any needed repairs shall be completed to the Engineer's satisfaction.

Existing storm drains found to reside in excavated areas shall be supported, removed, or replaced at the Contractor's option and at no additional cost to the City. The Contractor shall be responsible for maintaining the existing line and grade of the storm drains. If the Contractor elects to remove and replace, it shall be done per applicable City Standards and Specifications.

Existing utility trenches and/or structures that are in close proximity to proposed trenches shall be safeguarded in an appropriate manner from damage.

With the exception of trenching, all existing street, street light base, curb and gutter, storm drain, water line, and sewer line work shall be completed before any existing street paving is removed.

15-1.04 Payment: Full compensation for supporting, removal and disposal of existing utilities and their appurtenances is considered as included in the contract prices paid for **various contract items** of work and no additional allowance will be made therefor.

15-2.02N Asbestos Cement Pipe: The Contractor is advised that asbestos cement pipe (ACP) will likely be encountered on the project and must be cut, handled, and disposed of according to the Contractor's State Licensing Law and all other applicable laws and regulations.

15-2.02O Payment: Full compensation for the cutting, removal and disposal of asbestos cement pipe shall be considered as included in the prices paid for **various contract items** of work and no additional allowance will be made therefor.

15-2.08A General: Reset existing City facility boxes and lids to grade. The City will furnish at no cost to the Contractor new material to replace existing boxes and lids that do not comply with current City Standards or damaged prior to Contractor's operations.

15-2.10B Adjust Existing Facilities Existing valve boxes adjusted to grade shall conform to City Standards.

The Contractor shall accurately locate and record the location of new manholes, and existing valve boxes to be adjusted to grade and shall furnish the Engineer a copy of said record prior to starting construction.

All facilities on active systems shall be accessible at all times to City personnel unless otherwise stated in these Special Provisions or approved by the Engineer.

After placement of the finish course of asphalt concrete the Contractor shall mark all overlaid manholes and valve boxes, whether new or existing, with white paint by the end of that working day.

All new manholes and existing valve boxes shall be accessible within 48 hours after they are covered.

Final grade adjustments and installation of concrete collars shall be done on the same working day. Final paving around manholes and valve boxes shall be completed the following working day.

All silt and debris shall be removed from finished structures. This shall include all existing silt and debris plus material caused by the Contractor's operation. If new or existing water valve riser pipe needs to be extended after paving to conform to City STD-877, the Contractor shall use either a slip x slip glued PVC coupling or a transition coupling with sheer bands as directed by the Engineer. Upsizing the existing riser pipe to 8-inch will not be required unless otherwise directed by the Engineer. Any added extension must be a minimum of 12 inches. The lower section of riser pipe shall be adjusted to accommodate this requirement.

In the event that the Contractor encounters water valve boxes with round lids or sanitary sewer frame and covers with open pick holes which must be adjusted to grade, the Contractor is to provide a count to the Engineer a minimum of two days prior to paving to obtain replacements that complies with current City Standards. The City will provide replacements provided the Contractor is not required to replace them as part of the contract or due to damage by the Contractor's operations. Valve boxes and frames and covers on facilities to be abandoned shall not be included in the count provided to the Engineer.

All grade rings shall be set in cement mortar the same day they are placed. All joints shall be smoothly plastered inside and out.

Manhole frames shall be reinstalled to align directly over the grade rings. Any frames misaligned by more than ½ inch shall be removed and reinstalled.

15-2.13 Payment: **Adjust New Manholes and Existing Valve Boxes to Grade** shall be included in the contract prices paid for **various contract items** of work and no additional allowance will be made therefor.

15-3.03 Construction: All removed concrete shall become the property of the Contractor and shall be immediately off-hauled. None of the removed concrete shall be dumped or stockpiled on the work site. The Contractor shall dispose of all removed concrete at a recycler for this material. Burying of broken concrete within the limits of the project will not be allowed.

All concrete which is to be removed from sidewalk, curb, gutter and driveway areas shall be removed to the nearest score mark or construction joint as directed by the Engineer unless otherwise noted on Project Plans. The edge of existing concrete to remain shall be neat and free of defects. Saw cutting may be required to achieve this.

Concrete removal includes removal of any reinforcing steel embedded in the concrete and no additional allowance will be made for the removal of such steel.

Where new concrete is to join existing concrete, remove enough concrete to allow splicing of new reinforcement. Protect existing reinforcement to be incorporated into the new work from damage.

Irrigation facilities may be encountered during concrete removal and replacement. The Contractor shall exercise care in this area and repair any damage done by their operations at no additional cost to the City.

Keep existing irrigation facilities in place that are described to be removed, relocated, or modified until the Engineer determines they are no longer needed.

Maintain the existing water supply. If the existing water supply is interrupted for more than 3 consecutive days, provide an alternative water supply. Water the existing plants in the area irrigated from that water supply, including those maintained by the City, as necessary to maintain healthy plant growth.

Furnish enough water for watering plantings affected from construction activities as necessary to maintain a healthy condition through Contract acceptance.

If you damage irrigation facilities not to be removed the contractor shall replace them per Section 20 of these Technical Specifications.

Landscaping and other surfaces or structures shall be restored to original conditions at no additional cost to the City per Section 20 of these Technical Specifications.

The City may rearrange a third-party utility during the Contract. Rearrangement of a third-party utilities or City facilities includes installation, relocation, alteration, or removal of the facility.

The City may authorize third-party utilities or City facilities and their agents to enter the project limits to perform rearrangement work for their facilities or to make connections or repairs to their property. Coordinate activities to avoid delays.

15-3.04 Payment: Payment for saw cutting, removal and disposal of concrete sidewalk, retaining wall, curb and gutter, driveway areas, and existing City monuments shall be included in the contract prices paid for **various contract items** of work and no additional allowance will be made therefor.

Full compensation for repair of existing irrigation facilities damaged during any phase of the work shall be included in the prices paid for **various contract items** of work and no additional allowance will be made therefor.

15-7 Utility Clearances: *All items noted in this Section shall take place prior to any other construction activities.*

Pothole information provided on the Project Plans shall be for reference use only and shall not be considered as accurate information for any other areas within the project limits.

Contractor shall investigate, confirm and/or determine the exact locations of existing utilities, and verify clearances between existing and proposed utilities at crossings and/or known potential conflicts. The Contractor shall determine elevations and alignments of existing utilities at connection points.

The Contractor shall determine elevations and alignments of existing sewer laterals, at the back of sidewalk, if a new proposed sewer main is at a higher elevation than the existing sewer main.

The Contractor shall provide all relevant information in writing to the Engineer immediately upon discovery of any conflict. Any delay in notification to the Engineer may delay direction and/or corrective action and a delay claim due to this reason shall not be considered by the City. The Contractor shall not proceed with any work that is in conflict until direction is provided by the Engineer and shall redirect crews to other contract work. All the information required to be obtained per this Section and any other information not noted but relative to the project shall be provided to the Engineer on a set of Plans when the investigative effort is complete.

If the Contractor wants infrastructure rearrangement different from that described in the Contract:

1. Notify the Engineer
2. Make an arrangement with the infrastructure owner
3. Obtain authorization for the rearrangement
4. Pay the infrastructure owner any additional cost

The City does not adjust time or payment for a rearrangement different from that described the Contract.

15-7.01 Payment: **Utility Clearances** shall be paid for at the contract **lump sum** price, which price shall not exceed 5% of the contract amount and shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in verifying utility clearances, including but not limited to: potholing to verify potential conflicts, grades and alignments of existing facilities to be connected to; excavation; backfill; surface restoration; notification; and coordination and redirection of crews to other contract work *if required*, as specified herein, and no additional allowance will be made therefor.

15-8 Tree Root Pruning: All tree roots two inches and greater which are encountered during excavation must be pruned by hand. The root shall be cut cleanly with a saw to avoid splits. When digging within the drip line of trees, Contractor shall exercise extreme caution to avoid pulling on roots with excavation equipment. Hand dig around all roots greater than one inch in diameter. The Contractor shall notify the Engineer when encountering roots within the drip line of trees which are greater than one inch. If the Engineer elects to get direction from an arborist the Contractor shall redirect crews to other contract work after safeguarding the area.

15-8.01 Payment: Full compensation for removing and pruning tree roots, hand digging to avoid root damaging roots, and excavating cautiously with respect to tree roots is considered as included in the prices paid for **various contract items** of work and no additional allowance will be made therefor.

[Revised: 01/08/18-CDA STD2010]

16 CLEARING AND GRUBBING

16-1.01 General: Clearing, grubbing, and access shall be confined to the limits shown on the plans and shall not exceed the minimum necessary to complete operations.

The Contractor shall not remove any trees, brush, shrubs, or other natural objects outside the limits of construction as shown on the plans, unless directed by the Engineer.

Any trees, brush, shrubs, or other natural objects not ordered removed by the Engineer which have been removed, altered, or damaged shall be replaced in kind by the Contractor before completion of the project.

All unsuitable material shall be disposed of away from the site by the Contractor. The Contractor shall make all necessary arrangements for disposal of material.

16-1.03 Construction: The area to be cleared and grubbed shall be the area within the right-of-way shown on the plans, unless otherwise specified in the Special Provisions.

All stumps, large roots and other objectionable material shall be removed to a depth of three feet below finished grade in the area of construction. The resulting spaces shall be backfilled with material suitable for the planned use. Such suitable material shall be placed and compacted in layers as specified in Section 19-6 "Embankment Construction" of the Standard Specifications.

16-1.06 Payment: Clearing and Grubbing shall be paid for at the contract **lump sum** price for clearing and grubbing, which price shall include full compensation for furnishing all labor, materials tools and equipment, and doing all the work involved in clearing and grubbing as specified herein, and no additional allowance will be made therefor.

[Version: 10/21/14CDA STD2010]

19 EARTHWORK

19-1 General

19-1.01 General:

1. Non-contaminated site: See section 19-2.03B, Surplus Material, of these Technical Specifications.
2. Earthwork shall be performed in accordance with the Geotechnical Study Report, referenced in the IFB.

19-1.01A

Earthwork shall also include excavation for trenching.

19-1.03B Unsuitable Material: Stabilization of unsuitable material shall comply with the following provisions:

- A. Unsuitable material may be processed in place, may be excavated and placed on the grade or other locations suitable for further processing, or may be partially excavated and partially processed in place.
- B. Processing may consist of drying to provide a stable replacement material, or mixing with lime per Section 24.
- C. Stabilized material shall be placed and compacted in layers as hereinafter specified for constructing embankments.

19-1.03B(1) Roadway Subgrade Stabilization: No other construction equipment including rubber-tired equipment shall be allowed on the subgrade.

Any area of the subgrade determined by the Engineer to be unsuitable shall be stabilized with 6" of class 2 Aggregate Base and Stabilization Fabric or HMA base. This may require two layers if a single layer will not stabilize the soil. Processing of unsuitable subgrade material is not allowed. The areas to be stabilized will be marked in the field by the Engineer after roadway excavation of the area is complete. Use of a pavement grinder shall be considered an acceptable method of excavation of areas requiring subgrade stabilization.

Roadway Subgrade stabilization will be paid for as extra work.

19-2.03B Surplus Material: All material excavated from the project area shall be the property of the Contractor. Prior to disposal of any excess material from the work site, the Contractor shall submit to the Engineer written authorization for such disposal and entry permission signed by the approved disposal site. The Contractor shall disclose in landfill applications the existing conditions, and the written disposal and entry permission shall include acknowledgement of such disclosure. Contractor shall comply with all disposal regulations such as City, County, and/or State permits and licenses, as may be required.

19-3 Structure Excavation and Backfill

19-3.03B Structure Excavation: The bottoms of all footing excavations for retaining wall shall be thoroughly cleaned out or wetted and compacted using hand-operated tamping equipment prior to placing steel and concrete. Footing excavations shall not be allowed to dry before placing concrete. If shrinkage cracks appear in soil exposed in the footing excavations,

thoroughly moisten soil to close all cracks prior to concrete placement. The moisture condition of the foundation excavations shall be verified by the geotechnical engineer no more than 24 hours prior to placing concrete.

Where expansive soil is present in the excavation made to install the retaining wall, the excavation shall be sloped back 1:1 from the back of the footing or grade beam.

19-3.03E Structure Backfill: Backfill shall consist of Class 2 permeable material to within 18 inches of the surface. The upper 18 inches shall be backfilled with compacted soil to exclude surface water. Expansive soil shall not be used for wall backfill. Backfill against the retaining wall shall be compacted to at least 90 and not more than 95 percent relative compaction.

19-5 Compaction

19-5.03B Relative Compaction (95 percent): Relative compaction of not less than 95 percent shall be obtained for a minimum depth of 0.5-foot below the grading plane for the full width of the planned pavement structural section, whether in excavation or embankment.

Relative compaction of not less than 95 percent shall be obtained for embankment under bridge and retaining wall footings without pile foundations within the limits established by inclined planes sloping 1.5:1 out and down from lines one foot outside the bottom edges of the footing.

19-6.01 Payment: Payment for conforming to the provisions of this section shall be included in the contract prices paid for **various contract items** of work and no additional allowance will be made therefor.

[Version: 05/18/15 DCM STD2010]

20 LANDSCAPE

20-1.01 General

20-1.01A Summary: Existing landscaping and irrigation systems outside of the limits of the stream will be impacted by construction of the sewer. Ground surface shall be restored, and plantings and irrigation components replaced as indicated following construction of the sewer.

20-1.01D(2) Progress Inspections

1. Contractor shall give forty-eight (48) hour notice and set appointment for all inspections by the Landscape Architect and/or City.
2. The Contractor must schedule a progress inspection with the City at the following progress points:
 - a. Before cultivation work starts
 - b. During pressure testing of irrigation pipe on the supply side of control valves
 - c. Before testing of low voltage control and neutral conductors
 - d. During irrigation system functional tests
 - e. At the beginning of hydroseed application
 - f. Final inspection

The Contractor must schedule a progress inspection with the City Biologist / Landscape Architect at the following progress points:

- g. Upon receipt of planting stock for a quality check before planting
 - h. After marking plant locations
 - i. After tree holes have been dug but prior to tree planting
 - j. At the conclusion of planting for a spot check of installation quality
 - k. Once a month during the plant establishment period
 - l. Final inspection
3. Inspection shall be called for at the end of all planting operations for the purpose of determining compliance with plans and specifications, intent, workmanship, and cleanup. Contractor shall secure written verification of inspection data, any corrections required to work, and limits of inspected area before beginning the described maintenance work.
4. A final inspection shall be made at the end of the maintenance period for full approval of the work area.
5. In the event Contractor requests inspection of work, and said work is substantially incomplete, Contractor shall be responsible for inspection costs.
6. Do not proceed with the next construction activity until the inspection has been completed and any required corrective work has been performed and authorized.

20-1.01D(3) Protection: Contractor, including all subcontractors, shall carefully and continuously protect all areas included in the contract, including lawn areas, plant materials, supports, etc., until final acceptance of the work by the City.

20-1.01D(4) Preservation of Existing Vegetation

1. During clearing and grubbing do not injure standing trees, plants, and improvements shown in the plans to be protected.
2. For any trenching or tunneling. Trenching shall be as far away from tree trunks as possible, usually outside of the tree drip line or canopy. Curve trenches around trees to avoid large roots or root concentrations. If roots are encountered, consider tunneling under them.
3. When trenching and/or tunneling near or under trees to be retained, tunnels shall be at least eight (8) inches below the ground surface, and not below the tree center to minimize

impact on the roots. Tree roots shall not be left exposed to air; they shall be covered with soil as soon as possible, protected, and kept moistened with wet burlap or peat moss until the tunnel and/or trench can be completed.

20-1.01D(5) Removal of Existing Vegetation

1. Removal of existing plants includes removing their stumps and roots two (2) inches or larger in diameter to a minimum depth of twelve (12) inches below finished grade. Backfill holes resulting from stump removal to the finished grade with material obtained from adjacent areas.
2. Removal of Himalayan blackberry (*Rubus armeniacus*) should include removal of root balls and runners with a concerted effort not to break roots into small pieces, as these can resprout.
3. If a plant is to be planted within an existing irrigated groundcover area, remove the existing groundcover from within an area four (4) feet in diameter centered on each plant.
4. Existing landscaping and irrigation systems outside of the limits of the stream will be impacted by construction of the sewer. Ground surface shall be restored, and plantings and irrigation components replaced as indicated following construction of the sewer.

20-1.02B Water: You shall obtain water according to Section 7.2(A) "Utilities" of these General Conditions.

20-1.04 Payment- Replace With: Payment for conforming to the provisions of this section shall be included in the contract prices paid for various contract items of work and no additional allowance will be made therefor.

20-2 IRRIGATION

20-2.01B Materials:

- A. Main lines (constant pressure) 2 inches and larger shall be polyvinyl chloride (PVC) 1120-160 psi with ring-tite connections; ½ inch to 1½ inch shall be PVC 1120 schedule 40.
 1. Join lengths of pipe by means of integrally formed bell end on pipe using rubber ring seal. Use schedule 40 PVC coupling on schedule 40 pipe.
 2. At changes in direction of branch mains and at QCV and RCV use appropriate schedule 40 PVC rubber ring seal fittings as approved by the Uniform Plumbing Code.
 3. At the location of QCV and RCV, asbestos-cement heavy tapped couplings for PVC pipe will be accepted; tapped couplings as manufactured by Johns-Manville.
- B. Lateral lines (non-pressure) shall be 1120-200 psi PVC plastic pipe with schedule 40 Type 1, Grade 1 PVC solvent weld fittings.
- C. Connections between main lines and RCV's shall be of schedule 40 hot-dipped galvanized steel nipples and fittings. Galvanized steel pipe and fittings shall be wrapped with a 40-mil thickness of self-adhesive polyethylene tape and coated with an epoxy material specifically formulated for such use.
- D. Riser stock shall be as follows:
 1. Risers connecting QCV's and sprinklers to PVC fitting shall be schedule 40 hot-dipped galvanized steel nipples and 90-degree ells as shown in construction details.
 2. Risers shall in no case be of smaller nominal diameter than the IPS size of joint provided on the head or QCV to be installed.
- E. Quick coupler valves (QCV) shall be Buckner 14LC or approved equal.
- F. Controllers
 1. Controllers and valves shall be the same manufacturer.
 2. Controller shall be Griswold 2300.

3. Provide and install automatic irrigation controller in approximate location shown on the plans. The exact location will be determined on the site by the Engineer. Provide conduit, wire, and connection to 120 volt switch accessible to controller for ease of maintenance.
- G. Remote control valves (RCV)
 1. RCV and controllers shall be by the same manufacturer.
 2. RCV shall be Griswold 2000.
- H. Control wire shall be copper with UL-approval for direct burial in ground, size #14-1 AWG-UF. Common ground wire shall have white insulating jacket; control wire shall have jacket of color other than white. Splices shall be made with 3-M #3576 Scotchlok seal packs.
- I. Boxes for remote control valves shall be Brooks 37SP or equal. Rubber valve markers shall be Rainbird #63100.
- J. Sprinkler heads.
 1. Sprinklers shall be Thompson 186 and 187 or equal.
 2. Sprinklers shall be equipped with rubber caps and flange covers.
- K. Irrigation controller enclosure shall be wooden as detailed on the drawings.
- L. 120-volt service and connections shall be provided by the irrigation contractor. Install in conduit with Brooks 3½ pull boxes as required. Concrete pull boxes shall have locking covers marked "electrical".
- M. Gate valves shall be Kennedy 427 or equal. Locate in Brooks 1RB concrete valve box with concrete lid. Use concrete extensions as required.
- N. Drinking fountains shall be Western, Model 35, Steel vandal resistant with standard green scratch resistant epoxy finish. Heights shall be 30 inches with surface mounting.
- O. Vacuum breaker assembly shall be of the pressure type with gate valves. Check valve test cocks and vent to atmosphere. See plans for details of construction.
- P. Miscellaneous Installation Materials
 1. Solvent cement for solvent weld joints shall be of make and type approved by manufacturer(s) of pipe and fittings. Cement shall be maintained at proper consistency throughout use.
 2. Lubricant for assembling rubber ring seal joints shall be of make and type approved by manufacturer of pipe.
 3. Pipe joint compound shall be non-hardening, non-toxic materials designed specifically for use on threaded connections in water carrying pipe. Performance shall be same as teflon tape or approved equal.
- Q. Miscellaneous Equipment
 1. Provide all equipment called for by the plans.
 2. Provide to the City, at completion of the irrigation installation, three (3) each of all operating and servicing keys and wrenches required for complete maintenance and operation of all heads and valves. Include all wrenches necessary for complete disassembly of all heads and valves.

20-2.01B(4) Location Markers: You shall stake out the irrigation system as shown on the plans, using a different color flagging for heads, valves, tie-in point and trench. These areas shall be checked by you and Engineer before construction is started. Any changes, deletions or additions shall be determined at this check. Trenching shall be started only after layout check by you and approval by the Engineer.

20-2.01C Construction:

- A. Preparation. Schedule and coordinate placement of materials and equipment in a manner to effect earliest completion of work in conformance with construction and progress schedule.

- B. Protect work and materials from damage during construction and storage.
- C. Layout:
 - 1. Layout work as accurately as possible in accordance with diagrammatic plans.
 - 2. Where site conditions do not permit locating piping, valves and heads where shown, notify the Engineer immediately and determine relocation in joint conference.
 - 3. Run pipelines and automatic control wiring in common trenches wherever practical.
- D. Install water lines in 1120-Schedule 40 PVC plastic sleeves at street crossings.
- E. Excavation and Trenching
 - 1. Excavation shall be in all cases ample in size to permit the pipes to be laid at the elevations intended and to permit ample space for joining.
 - 2. Make trenches for pipelines deep enough to provide minimum cover from finish grade as follows:
 - a. 24-inch minimum cover over main lines to control valves and quick coupling valves.
 - b. 24-inch minimum cover over control wires from controller to valves.
 - c. 16-inch minimum cover over RCV-controlled lines to sprinkler heads.
 - d. 48-inch minimum cover over all lines inside street right of way.
 - 3. Restore surfaces, existing underground installations, etc., damaged or cut as result of excavations to original conditions in manner approved by Engineer.
 - 4. Where drainage line interferes with irrigation trenching and pipe work, adjust the trench depth as instructed by the Engineer.
- F. Assembling Pipelines
 - 1. All pipe shall be assembled free from dirt and pipe scale. Field cut ends shall be reamed only to full pipe diameter with rough edges and burrs removed.
 - 2. Rubber ring seal joint:
 - a. Use factory-made male end or prepare field-cut male end to exact specifications of factory-made end. Beveling is to be done with a tool specifically designed for that purpose.
 - b. Carefully clean bell or coupling and insert rubber ring seal without lubricant. Position ring carefully, according to manufacturer's instructions.
 - c. Place a reference mark on each male end at the proper distance from the beveled end as indicated by the manufacturer's instructions. Lubricate male end according to manufacturer's instructions and insert male end to specified depth.
 - d. All ring-tite joints are to be left uncovered until after they have been inspected and the pressure test applied.
 - e. Form thrust blocks in such a manner to prevent any concrete from coming in contact with the pipe. Thrust blocks shall be between solid soil and the fitting.
 - 3. Solvent weld joint:
 - a. Prepare joint by first making sure the pipe end is square, then deburring the pipe end and cleaning pipe and fitting of dirt, dust and moisture.
 - b. Dry-insert pipe fitting to check for mis-sizing. Pipe should enter fitting 1/3 to 2/3 depth of socket.
 - c. Coat the inside socket surface of the fitting and the external surface of the male end of the pipe with P-70 Primer (manufactured by Weld-On). Then without delay, apply Weld-On 711 cement liberally to the male end of the pipe and also apply 711 cement lightly to the inside of the socket. At this time, apply a second coat of the cement to the pipe end.
 - d. Insert pipe immediately into fitting and turn ¼ turn to distribute cement and remove air bubbles. The pipe must seat to the bottom of the socket fitting. Check alignment of the fitting. Pipe and fitting shall be aligned properly without strain to either.
 - e. Hold joint still for approximately thirty (30) seconds and then wipe excess cement from the pipe and fitting.

- f. Cure a minimum of thirty (30) minutes before handling and at least six (6) hours before allowing water in the pipe.
4. Threaded joint:
 - a. Field-threading of plastic pipe or fittings is not permitted. Factory-formed threads only will be permitted.
 - b. Factory-made nipples shall be used wherever possible. Field-cut threads in metallic pipe will be permitted only where absolutely necessary. When field-threading, cut threads accurately on axis with sharp dies.
 - c. All threaded joints shall be made up with pipe joint compound. Apply compound to male threads only.
 - d. Where assembling metallic pipe to metallic fitting or valve, no more than three (3) full threads shall show when joint is made up.
 - e. Where assembling to threaded plastic fitting, take up joint no more than one full turn beyond hand tight.
 - f. Where assembling soft metal (brass or copper) to plastic pipe, use strap type friction wrench only; do not use metal jawed wrench.
5. Cap or plug openings as pipelines are assembled to prevent entrance of dirt or obstruction. Remove caps or plugs only when necessary to continue assembly.
6. Where pipes or control wires pass through sleeves, provide removable non-decaying plugs at ends of sleeve to prevent entrance of earth.
- G. Remote control valves:
 1. Install where shown and group together where practical.
 2. Locate valves no closer than 24 inches from walk edges, buildings, and walls.
 3. Provide 6 inches of pea gravel in bottom of valve box. No soil shall be in contact with RCV.
 4. Support valve box with four (4) bricks (one at each corner). Maintain a minimum of 2 inches clearance between PVC pipe and valve box.
 5. Valve boxes to be located 4 inches below finished grade with a 3-inch clearance between the remote-control valve stem in the fully open position and the underside of the valve box lid.
 6. Center rubber valve marker overflow control stem.
- H. Automatic control wiring:
 1. Run lines along mains wherever practical. Tie wires in bundles at ten (10) foot intervals. Run wires along the underside of mains and allow slack for expansion and contraction of wire.
 2. Loop a minimum of three (3) feet of extra wire in each valve box; both control wire and ground wire.
 3. Connections shall be made by crimping bare wires with brass connectors and sealing with epoxy resin sealer packs.
 4. No splices shall be permitted between controllers and remote-control valves.
 5. Where control lines pass under paving, they shall pass through schedule 40 electrical PVC conduit.
 6. Where control lines do not parallel mains, wires shall be protected by being strapped at ten (10) foot intervals to the underside of 2- by 6-inch redwood boards.
- I. Automatic controller:
 1. Locate controllers in general locations shown with exact placement to be determined by the Engineer.
 2. Connect control lines to controller in sequential arrangement according to assigned identification number of valves. Control lines shall be labeled at controller with permanent non-fading labels indicating identification number of valves controlled.

- J. Testing: Perform test as specified. Remake any faulty joints with all new materials. Use of cement or caulking to seal leaks shall not be permitted.
- K. Backfilling:
 - 1. Backfill only after pipe has been inspected and approved.
 - 2. Main line and lateral line backfill to be a 4-inch minimum sand bed on all sides of the pipe. The remaining backfill material shall be native soil excavated from the trenches.
 - 3. Place backfill materials in 6-inch layers and compact by jetting or tamping to a relative compaction of 90 percent.
 - 4. Dress off areas to finish grades and remove excess soil, rocks or debris remaining after backfill is completed.
 - 5. In existing turf areas, after trenches have been compacted and settled, replace all sod within a 3-foot diameter of all sprinkler heads. Dress off all other trenches and seed with perennial rye grass.
 - 6. If settlement occurs along trenches, and adjustments in pipes, valves and sprinkler heads, soil, sod, or paving are necessary to bring the system, soil, sod, or paving to the proper level of the permanent grade, you, as part of the work under this Contract, shall make all adjustments without extra cost to the City.
- L. Sprinkler heads and quick coupler valves.
 - 1. Thoroughly flush lines before installing heads and QCV's.
 - 2. Locate heads and QCV's as shown in the Drawings and details.
 - 3. Place heads and QCV's in lawn areas at 2 inches above grade at time of installation. The lowering of the sprinkler heads to finished grade will be done by you after the turf has become well established.
 - 4. Adjust sprinkler heads for proper distribution and trim.

20-2.06A Quality Assurance: It shall be the responsibility of the irrigation Contractor to fill and repair all depressions and replace all necessary lawn and planting-loss due to the settlement of irrigation trenches for one year following completion and acceptance of the job.

You shall also guarantee all materials, equipment, and workmanship furnished by him to be free of all defects of workmanship and materials, and shall agree to replace at his expense, at any time within one year after installation is accepted, any and all defective parts that may be found.

20-2.13B(1)(c) Record Plans:

You shall maintain in good order in the field, one complete set of record plans showing all water lines, sprinklers, valves, controllers and stub-outs. In the event that any work is not installed as indicated on the plans, such work shall be corrected and dimensioned accurately from the building walls on these record plans.

Upon completion of the work, obtain reproducible prints from the Engineering Department and neatly correct the prints to show the as-built conditions and return to the Engineering Department.

20-2.13C(4) Payment: Irrigation Systems shall be paid for at the contract **lump sum** price, which prices shall include full compensation for furnishing all labor, materials, tools and equipment and conforming to the requirements of the Special Provisions and no additional allowance will be made therefor.

20-2.13(d)(iii) Quality Control: Testing shall also include:

- 1. Notify the Engineer at least three (3) days in advance of testing.
- 2. Perform testing at your expense.
- 3. Center load piping with small amount of backfill to prevent arching or slipping under pressure. No fitting shall be covered.

4. Apply the following tests after welded plastic pipe joints have cured at least 24 hours.
 - a. Test live (constant pressure) and QCV lines hydrostatically at 125 psi minimum. Lines will be approved if test pressure is maintained for six (6) hours. The lines shall be restored to the original test pressure and the amount of water required to do so will be measured. Approved tables of allowable loss (Johns-Manville Installation Guide for ring-tite PVC pipe, pages 25 and 26) will be consulted, and the lines will be approved or not approved as such results may indicate. You shall make tests and repairs as necessary until test conditions are met.
 - b. Test RCV-controller lines with water at line pressure and visually inspect for leaks. Retest after correcting defects.

20-3 PLANTING

20-3.01B Materials:

A. Plants

1. Nomenclature: See list of plant materials on Landscape Planting plans.
2. Conditions: Plant shall be symmetrical, typical for variety and species, sound, healthy, vigorous, free from plant disease, insect pests or their eggs, excessive abrasions, or other objectionable disfigurements, and shall have healthy, normal root systems, well filling their containers, but not to the point of being root bound. Tree trunks shall be sturdy and well hardened off. Plants shall not be pruned prior to delivery except as authorized by the Landscape Architect. In no case shall trees be topped or pruned before delivery. Plants shall be grown in nurseries which have been inspected by the State Department of Agriculture and have complied with its regulations.
3. Contractor shall inform the City of the source of all plant material allowing adequate time so that inspections of plant material may be made at the source prior to delivery to site.
4. Identification: Plants shall be of the variety and size shown on the plans and shall conform to the requirements herein. One of each bundle or lot shall be tagged with plant name in accord with recommendations of the American Association of Nurserymen.
5. Substitutions: Substitutions for the indicated plant materials will be permitted, provided the substitute materials are approved in advance by the Landscape Architect and/or the City, and the substitutions are made at no additional cost to the City. Except for the variations so authorized, all substitute plant materials shall conform to the requirements of these specifications. If accepted substitute materials are of less value than those indicated or specified, the contract price will be adjusted in accordance with the provisions of the contract.
6. Plant Inspection and Rejection: Root condition of plants will be determined by the Landscape Architect and/or City through the removal of earth from the roots of at least two (2) plants but not more than 2 percent of the total number of species from each source.

20-3.01B(3) Soil Amendments: All areas to be planted and irrigated shall receive soil amendments. The following soil amendments shall be incorporated per 1,000 square feet of soil surface area:

1. Three cubic-yards organic amendment. Material shall be organic wood-based product consisting of redwood or fir only. Material shall contain no manure of any kind, weed seeds, or any foreign substance. Maximum particle size shall be ¼-inch. Product shall contain a minimum of one percent available nitrogen.

2. 200 lbs. agricultural gypsum
3. A copy of delivery slips on all materials used on the project shall be delivered to the City.
4. Substitutions will not be permitted except when proof is submitted that any material specified is not obtainable. All substitutions are subject to the approval of the Landscape Architect.

20-3.02C Construction:

A. Scheduling

Planting shall not commence until completion of all construction work, grading, soil preparation, and sprinkler installation. All container stock shall be spotted on-site by you per plans prior to planting. Set out only quantity that can be reasonably planted in one workday. Plant pits shall not be excavated until the approval of plant locations by the Landscape Architect.

B. Soil Preparation

1. Rip in two directions all areas to be planted or seeded to a depth of at least 12 inches. Broadcast soil amendments evenly over surface and cultivate thoroughly by rototilling to depth of at least 6 inches.
2. Pre-germination of weed seeds: After incorporation of soil amendments, but before hydroseeding or planting, Contractor shall water once daily using the irrigation system at the rate of 1 inch of water per week for two (2) weeks to germinate any weed seeds. Spray weeds with a pre-emergent herbicide listed by the EPA for safe use around water bodies per manufacturer's recommended rates and eight (8) ounces Surfactant in one hundred (100) gallons per acre. All herbicide applications shall be handled by a licensed, registered, and experienced pest control operator.
3. At time of planting, all areas to be planted or seeded shall be free of weeds, stones, stumps, roots, or other deleterious matter 1 inch in diameter or larger and shall be free from all wire, plaster, or similar objections that would be a hindrance to planting or maintenance.

C. Spacing

When plant material is spaced in rows, the total dimension shall be verified, and the plants equally spaced within the designated area. Where plant material is shown in loose pattern, you shall space the material as shown on plans or as directed by the Landscape Architect and/or the City. Ground cover material shall be triangularly spaced per dimensions indicated on plans (where applicable).

D. Plant Pits

Plant pits shall be dug with level bottoms two times the diameter and two times the depth of root ball. Sides of excavated plant pits shall be scarified by pry bar or shovel.

E. Removal from Containers

All canned stock 5-gallon size and under shall be vertically cut on two opposite sides with approved instrument for the purpose. Fifteen (15) gallon size containers shall be cut on four opposite sides. Cutting with an axe or spade shall NOT be permitted.

F. Handling

No canned plant material shall be planted if the ball is broken or cracked either before or during the process of planting.

G. Setting

Plant shall be same relation to soil level when planted as it was when in container. Each plant shall be placed in center of plant pit.

H. Pit Backfill

Backfill material around plants shall be free from rocks or foreign material and shall consist of the following ratio:

50%, 1% Nitrogen-Stabilized Organic Amendment
50%, On-Site Topsoil
10 Lbs. Agricultural Gypsum per Cubic Yard of Mix
2 Lbs. Iron Sulfate per Cubic Yard of Mix

I. Backfilling Procedure

1. Backfill pit with backfill mix halfway to finish grade and water thoroughly.
2. Commercial fertilizer in the form of 20-10-5 Agriform 21-gram tablets shall be added to the plant pits at the following rates:

1 Gallon Plant	1 Tablet
5 Gallon Plant	2 Tablets
15 Gallon Plant	5 Tablets
Larger Than 15 Gallons	1 Tablet per ½" Trunk Diameter

3. Backfill finish to grade. Backfill finish shall be tamped firm and a shallow basin formed at the perimeter of plant pit to hold enough water to saturate the root ball and backfill mix.
4. Water immediately to saturate entire root ball and backfill.
5. Remove watering basins prior to hydroseeding.

J. Tree Staking

Stake all trees as shown in City Standard Drawing 101. Drive stakes into firm soil next to root ball on windward side of tree and backfill with prepared soil mix. Tree and stakes shall be vertical in all cases.

K. Flatted Ground Cover

1. Rooted cuttings shall be planted sufficiently deep to cover all roots and spaced as specified in ground cover list on Landscape Plan.
2. Ground cover plants (rooted cuttings) shall have been grown in flats and shall remain in those flats until time for transplanting. At time of transplanting, the flat soil shall contain sufficient moisture so that the soil does not fall apart when lifting plants from flat. Each plant shall be planted with its proportionate amount of the flat soil in a manner that will insure a minimum of disturbance to the root system.
3. Rooted cuttings shall not be allowed to dry out before or while being planted. Wilted plants shall not be accepted.
4. At time of planting all ground cover plants, the earth around each plant shall be firmed sufficiently to force out all air pockets.

20-4.02A(1) Quantities: In all cases, quantities of plant material shall be furnished as needed to complete work as indicated on plans, including reseeding, redressing, and maintenance (replacements) during the contract period.

20-4.03A(1) Protection: You shall carefully and continuously protect all areas included in the contract, including lawn areas, plant materials, supports, etc., until final acceptance of the work by the City.

20-4.03H Cleanup: After all planting operations are completed Contractor shall remove all trash, excess soil, empty plant containers, or other accumulated debris from the site at no extra cost to City. Contractor shall repair all scars, ruts, or mars in area caused by work operations. Areas shall be left in a neat and orderly condition.

20-4.03I Inspections:

- A. Contractor shall give forty-eight (48) hour notice and set appointment for all inspections by the City.
- B. Inspections and/or field supervision by City shall be scheduled for the following operations:
 - 1. Approval of all plant material.
 - 2. Tree and shrub replacement PRIOR to digging holes and placement planting.
 - 3. Approval of ground cover and hydroseed lines PRIOR to planting.
 - 4. Final inspection.
- C. Inspection shall be called for at the end of all planting operations for the purpose of determining compliance with plans and specifications, intent, workmanship, and cleanup. Contractor shall secure written verification of inspection data, any corrections required to work, and limits of inspected area before beginning the described maintenance work.
- D. A final inspection shall be made at the end of the maintenance period for full approval of the work area.
- E. In the event you request inspection of work, and said work is substantially incomplete, you shall be responsible for inspection costs.

20-4.03J Guarantee:

- A. All shrubs, ground covers, and lawn areas shall be guaranteed as to growth and health for a period of ninety (90) days after final acceptance by the City; all trees shall be guaranteed for a period of one (1) year.
- B. Plants which die or lose more than 30 percent of their original leaves shall be replaced under this section.
- C. You, within fourteen (14) days of written notification by the City, shall remove and replace all guaranteed plant materials which for any reason fail to meet the requirements of the guarantee. All plant material replaced shall be guaranteed for the original period, starting from the date of replacement.

20-5 Payment: Landscape Restoration outside the limits of the stream shall be paid for at the contract **lump sum** price, which prices shall include full compensation for furnishing all labor, materials, tools and equipment and conforming to the requirements of the Special Provisions and no additional allowance will be made therefor.

[Revised: 09/10/19-CDA STD2018]

21 EROSION CONTROL

21-1.01 General: Upon completion of all earthwork and finish grading, mulch and native herbaceous seed mix shall be applied to the upper bank including all disturbed ground between the top of banks and limits of rip rap scour protection.

21-2.02 Materials:

21-2.02A Mulch:

Mulch material shall be clean, natural wood cellulose fiber, Conwed Silvafiber, or equal. Natural wood cellulose fiber shall be processed in such a manner that it will contain no growth or germination-inhibiting factors and shall be dyed green to facilitate metering of materials. It shall be manufactured in such a manner that after each addition and agitation in slurry tanks with fertilizer, seed, water, and other approved additives, the fibers in the material will become uniformly suspended to form a homogeneous slurry; and that when hydraulically sprayed, will uniformly cover the ground with seed and mulch, and which after application, will allow the absorption of moisture and will allow rainfall to percolate to the underlying soil.

You shall utilize suppliers who are prepared to certify that laboratory and field testing of their product has been accomplished, and that it meets all of the foregoing requirements based on testing. Weight specifications of this material from suppliers, and for all applications, shall refer only to air dry weight of the fiber material. All dry weight is based on the normal weight standards of the Technical Association of the Pulp and Paper Industry for wood cellulose and is considered equivalent to 10 percent moisture. Each package of the cellulose fiber shall be marked by the manufacturer to show the air-dry weight content.

21-2.02B Seed:

Seed used for any reasons specified in the plans or listed in the specifications shall be labeled and shall be furnished in sealed standard containers with duplicate signed copies of a statement from the vendor, certifying that each container of seed delivered is fully labeled in accordance with the California State Agricultural Code and is equal to or better than the requirements of these specifications. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be accepted.

All grass seed shall be "Blue Tag Certified" or "Yellow Tag Source Identified", clean, new crop seed (less than 1 year old). Grass seed shall have tested minimum 95% purity and 85% germination.

You shall place order for seed from a distributor as soon as possible to avoid any delays in the project due to seed shortages.

Native Herbaceous Seed Mix shall consist of the following species and be applied at the specified rate:

Scientific Name	Common Name	Pounds / Acre
<i>Elymus glaucus</i>	Blue wildrye	10
<i>Danthonia californica</i>	California oat grass	10
<i>Stipa pulchra</i>	Purple Needlegrass	10
<i>Festuca californica</i>	California fescue	15

Bromus carinatus	California brome	16
Lupinus bicolor	Miniature lupine	10
Eschscholzia californica	California poppy	10

21-2.03 Construction:

A. Scheduling

1. Seed application shall not commence until completion of all construction work. Revegetation shall be completed as soon as possible after construction activities cease.
2. Seeding placed after October 15 must be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket. Erosion control materials containing plastic monofilament or similar material containing netting shall not be used. Only wildlife-friendly, 100 percent biodegradable erosion and sediment control products shall be used.

B. Soil Preparation

1. At time of planting, all areas to be planted or seeded shall be free of weeds, stones, stumps, roots, or other deleterious matter 1 inch in diameter or larger and shall be free from all wire, plaster, or similar objections that would be a hindrance to planting or maintenance.

C. Seed application

1. After preparation of soil has been completed, the areas to be seeded shall be brought to finish grade, with the finish surface being smooth and even, and reasonably well firmed. It shall be the responsibility of you to make the entire area smooth and even, to ensure that finish grades shall be generally 1 inch below the surface of walks, curbs, and paved areas, and in all cases without abrupt changes in gradient.
2. After grading is completed, surfaces to receive seed with gradient steeper than 3:1 shall be track walked parallel to slope contours. Water may be used to assist the process but shall not cause erosion or generate runoff.
3. The ground surface shall be inspected by the City prior to seeding to determine suitability for planting. You shall obtain such approval before seeding.
4. All seed shall be new crop certified seed labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act. All seed shall be furnished in sealed, standard containers. Seed which has become wet, moldy, or otherwise damaged will not be acceptable.
5. Watering shall be as follows:
 - a. Prior to application of seeds, the area shall be irrigated in order to provide a moist seed bed.
 - b. After initial irrigation, water shall be applied as often and in sufficient amounts as conditions may require keeping the soil wet above, around, and below the root systems of the plants (until germination is complete).

D. Mulch application

1. Place mulch in a 3-inch thick layer. Biodegradable wattles may be used to hold mulch on steep bank slopes.
2. Landscape fabric shall not be used.

21-4.02A(1) Quantities: In all cases, quantities of plant material shall be furnished as needed to complete work as indicated on plans, including reseeding, redressing, and maintenance (replacements) during the contract period.

21-4.03A(1) Protection: You shall carefully and continuously protect all areas included in the contract until final acceptance of the work by the City.

21-4.03H Cleanup: After all erosion control operations are completed Contractor shall remove all trash, excess soil, or other accumulated debris from the site at no extra cost to City. Contractor shall repair all scars, ruts, or mars in area caused by work operations. Areas shall be left in a neat and orderly condition.

21-4.03I Inspections:

- A. Contractor shall give forty-eight (48) hour notice and set appointment for all inspections by the City.
- B. Inspections and/or field supervision by City shall be scheduled for the following operations:
 - 1. Approval of ground surface PRIOR to planting.
 - 2. Final inspection.
- C. Inspection shall be called for at the end of all erosion control operations for the purpose of determining compliance with plans and specifications, intent, workmanship, and cleanup. Contractor shall secure written verification of inspection data, any corrections required to work, and limits of inspected area before beginning the described maintenance work.
- D. A final inspection shall be made at the end of the maintenance period for full approval of the work area.
- E. In the event you request inspection of work, and said work is substantially incomplete, you shall be responsible for inspection costs.

21-5 Payment: Seed and mulch application shall be paid for at the contract **lump sum** price for **Permanent Erosion Control** which shall include all labor, materials, and equipment necessary to provide all environmental mitigation, cleanup, and erosion control measures, including but not limited to seed, mulch, and other work incidental thereto complete in accordance with the Project Plans, applicable Federal, State and Local Regulations, and Permits requirements and as specified herein, and no additional allowance will be made therefor.

26 AGGREGATE BASE

26-1.01 General

26-1.01A Summary: Aggregate base shall be Class 2 conforming to and placed in accordance with the requirements of Section 26 of the City Specifications.

Recycled material cannot be used below the designed structural section within the roadway and never for structural fill outside of the roadway structural section.

Compacting shall commence immediately after spreading of the damp material and before the material has dried sufficiently to allow separation between the fine and coarse particles.

26-1.02 Materials

26-1.02B Class 2 Aggregate Base: The minimum sand equivalent shall be 31 for any individual test.

26-1.03 Construction

26-1.03E Compacting: The surface of the finished aggregate base shall be firm and unyielding. Any visible movement vertically or horizontally of the aggregate base under the action of construction equipment or other maximum legal axle loads shall be considered as evidence that the aggregate base does not meet this requirement.

26-1.04 Payment: Payment for conforming to the provisions of this section shall be included in the contract prices paid for various contract items of work and no additional allowance will be made therefor.

Full compensation for Aggregate base shall be considered as included in the contract prices paid for various items of work, which shall include but not limited to furnishing and placing the material, labor, maintenance, tools, equipment, hauling, applying water, and doing all the work involved as specified herein, and no additional allowance will be made therefor.

39 HOT MIX ASPHALT

39-1.01 General:

39-1.01A Summary: Section 39 includes specific specifications for producing and placing Hot Mix Asphalt (HMA) by mixing aggregate and asphalt binder at a mixing plant and spreading and compacting the HMA mixture.

39-1.01B Definitions: For these specifications, HMA and asphalt concrete shall be the same.

At the Contractor's option, and at no additional expense to the City, a Cal-trans approved Warm Mix Asphalt (WMA) technology may be added to the HMA. However, the asphalt concrete shall be manufactured at HMA temperatures (300F +/- 25F) at a dosage rate approved by the Engineer. All other HMA project specifications shall be adhered to.

Use Section 39-3 Method construction process of these specifications for HMA production and construction.

39-1.01C Description: Asphalt concrete shall be placed in separate lifts where indicated on the Project Plans.

All existing asphalt concrete that is adhered to the top of gutters shall be removed prior to placement of new asphalt concrete surface in a manner satisfactory to the Engineer and that does not damage the gutter.

The Engineer shall provide reference points and cut sheets for the placing of asphalt concrete surface.

The Contractor shall furnish an excavation and paving plan which shall include the following:

1. Requested location for survey staking of reference points
2. Asphalt plant supplying mix including aggregate source
3. Disposal site for spoils
4. Type of trucks and equipment to be used
5. Haul routes through adjacent residential streets
6. Staging locations
7. Sequencing

The Contractor shall set a string line based on the reference points to control the grade of the paving machine along the crown line. A rotary laser level may be used in lieu of a string line provided the level can be accurately set to the design centerline slope, and the detector is directly mounted to the paving machine screed to control the grade of the paving along the crown line. The Contractor shall also furnish a grade setter to insure that the asphalt concrete base and asphalt concrete surface paving conforms to the lines and grades established by the Engineer.

A tack coat of SS-1h or SS-1 emulsified asphalt shall be applied to all asphalt concrete and concrete surfaces, and allowed to break immediately in advance of placing all lifts of asphalt concrete. Unless otherwise shown on the Plans, tack coat shall also be applied to all vertical mating surfaces and conforms to existing pavement, curbs, gutters, and construction joints, and allowed to break immediately in advance of placing all lifts of asphalt concrete. The tack coat shall

be reapplied 1) where it becomes contaminated, and 2) where it is significantly tracked (removed) from the surface.

At the end of each work day during paving operations the location of all valves, manholes, monuments and any other facility overlaid with asphalt concrete and required to be raised to grade shall be marked in white paint.

39-1.02 Materials

39-1.02B Tack Coat: Tack coat must comply with the specifications for asphaltic emulsion or asphalts. Tack coat shall be diluted SS1 or SS1h.

39-1.02C Asphalt Binder: Asphalt binder in HMA must comply with the specifications for asphalts.

Asphalt binder to be mixed with aggregate for asphalt concrete surface, leveling and base shall be PG64-16 grade paving asphalt.

The amount of asphalt binder to be mixed with the aggregate shall be specified by the Engineer at the time of paving. Different asphalt binder content may be specified for each lift and each location.

Liquid anti-stripping agent (LAS) shall be added to the asphalt binder at a rate of 0.5 to 1.0% by weight of asphalt binder. The LAS shall be AD-here LOF 65-00 or equivalent, and shall be stored, measured, and blended with the asphalt binder in accordance with the anti-stripping agent manufacture's recommended practice. The LAS can be added at the asphalt plant or at the refinery. When added at the asphalt plant, the equipment shall indicate and record the amount of LAS added. If added at the refinery, the shipping ticket from the refinery shall certify the type and amount of LAS added.

39-1.02E Aggregate: The aggregate grading of the various types of asphalt concrete shall conform to one of the following as directed by the Engineer:

Surface or Leveling Course.....	3/4-inch HMA Type A, or 1/2-inch Coarse HMA Type A, or 1/2-inch Medium HMA Type A
Base Course.....	3/4-inch HMA Type A

Aggregates should be of high abrasion resistance and durability. Excessively soft and friable aggregates are not allowed.

The specified aggregate gradation must be determined before the addition of asphalt binder and includes supplemental fine aggregate.

The proposed aggregate gradation must be within the TV limits for the specified sieve sizes shown in the following tables:

**Aggregate Gradation
(Percentage Passing)
HMA Types A**

3/4-inch HMA Type A

Sieve sizes	TV limits	Allowable tolerance
1"	100	--
3/4"	95–100	TV $\pm$ 5
3/8"	65–80	TV $\pm$ 5
No. 4	49–54	TV $\pm$ 5
No. 8	36–40	TV $\pm$ 5
No. 30	18–21	TV $\pm$ 5
No. 200	2.0–8.0	--

1/2-inch Coarse HMA Type A

Sieve sizes	TV limits	Allowable tolerance
3/4"	100	—
1/2"	94–100	--
3/8"	70–90	--
No. 4	55–61	TV $\pm$ 5
No. 8	40–45	TV $\pm$ 5
No. 30	20–25	TV $\pm$ 5
No. 200	2.0–8.0	--

1/2-inch Medium HMA Type A

Sieve sizes	TV limits	Allowable tolerance
3/4"	100	--
1/2"	95–100	--
3/8"	80–95	--
No. 4	59–66	TV $\pm$ 5
No. 8	43–49	TV $\pm$ 5
No. 30	22–27	TV $\pm$ 5
No. 200	2.0–8.0	--

Before the addition of asphalt binder and lime treatment, aggregate must have the values for the quality characteristics shown in the following table:

Quality characteristic	Test method	HMA Type A
Percent of crushed particles Coarse aggregate (% min.) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face	California Test 205	90 75 70
Los Angeles Rattler (% max.) Loss at 100 rev. Loss at 500 rev.	California Test 211	10 45
Sand Equivalent (min.) ^a	California Test 217	50 ^b
Fine aggregate angularity (% min.)	California Test 234	45
Flat and elongated particles (% max. by weight @ 5:1)	California Test 235	10

^a Reported value must be the average of 3 tests from a single sample.

^b Minimum Sand Equivalent of 45 for asphalt concrete base.

39-1.02F Reclaimed Asphalt Pavement: Reclaimed Asphalt Pavement (RAP) may be used at the Contractor's option. If RAP is used, the Contractor shall provide the proposed mix design and the quality control for all HMA that includes RAP, in accordance with the following requirements:

1. Contractor shall provide City with a mix design per California Test 384 for the proposed RAP HMA.
2. As part of City's evaluation of RAP HMA, Contractor and City shall perform bitumen ratio tests on at least six split samples of Contractor's RAP to establish correlation between respective binder ignition ovens.
3. RAP shall be processed from reclaimed Asphalt Concrete pavement only.
4. RAP pile(s) shall be separate from the stacker pile, not intermingled with other materials, and stored on smooth surfaces free from debris and organic material.
5. The project RAP pile shall be processed and mixed, identified, and of adequate quantity for the proposed project. "Live" piles shall not be permitted.
6. Contractor shall sample the RAP pile and determine the bitumen ratio (using same binder ignition oven used in #2 above) and provide the test results to the City at least one week prior to producing RAP HMA.
7. A minimum of three samples shall be tested for bitumen ratio for RAP pile of 1500 tons, or portion thereof.
8. RAP pile shall be mixed such that individual bitumen ratio test results of RAP pile so not vary more than +/- 0.5%.
9. During RAP HMA production, RAP shall be sampled by the Contractor off of the belt (into the batch plant), per method established by the City, and samples provided to the City.

10. Bitumen ratio of RAP sampled off of the belt shall be 4.0% minimum, as determined by City binder ignition oven. City shall select binder content for RAP HMA mix per Specifications.
11. RAP content shall be no more than 20% by dry aggregate mass in the HMA. If proposing a change in the RAP content, the Contractor shall notify the Engineer. If the content changes more than 5%, the Contractor shall submit a new mix design.
12. Moisture content of RAP pile shall be 4.0% maximum, and shall be tested the day prior to the day of paving and tested/monitored during each day of HMA production.
13. RAP pile(s) shall be protected from exposure to moisture.
14. RAP HMA shall comply with all the specifications for HMA.
15. If batch mixing is used, RAP shall be kept separate from the virgin aggregate until both ingredients enter the weigh hopper or pugmill. After introduction to the pugmill and before asphalt binder is added, the mixing time for the virgin aggregate and RAP shall not be less than five seconds. After asphalt binder is added, the mixing time shall not be less than 30 seconds.
16. If continuous mixing is used, the RAP shall be protected from direct contact with the burner flame with a device such as a shield, separator, or second drum.
17. If any of the above criteria are not satisfied, or if the RAP HMA test result determined by the City are inconsistent, RAP HMA production shall stop for City projects until the issue(s) are corrected.

39-1.03 HOT MIX ASPHALT MIX DESIGN REQUIREMENTS:

39-1.03E Job Mix Formula Verification: (Not Applicable)

39-1.08 Production

39-1.08A General: During production, with approval of the Engineer, you may adjust hot or cold feed proportion controls for virgin aggregate and RAP.

39-1.12 Smoothness

39-1.12A General: Determine HMA smoothness with a straightedge or a profilograph. The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by blading or other equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

39-2.02B(7) Straightedge: The HMA pavement top layer must not vary from the lower edge of a 12-foot long straightedge:

1. More than 0.01 foot when the straight edge is laid parallel with the centerline
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and

- extends from edge to edge of a traffic lane
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

39-2.02B(8) Profilograph: Under California Test 526, determine the zero (null) blanking band Profile Index (PI0) and must-grinds on the top layer of HMA Type A pavement. Take 2 profiles within each traffic lane, 3 feet from and parallel with the edge of each lane. A must-grind is a deviation of 0.3 inch or more in a length of 25 feet. You must correct must-grinds.

Profile pavement in the Engineer's presence. Choose the time of profiling.

On tangents and horizontal curves with a centerline radius of curvature 2,000 feet or more, the PI0 must be at most 3 inches per 0.1-mile section.

On horizontal curves with a centerline radius of curvature between 1,000 feet and 2,000 feet including pavement within the super elevation transitions, the PI0 must be at most 6 inches per 0.1-mile section.

Before the Engineer accepts HMA pavement for smoothness, submit written final profilograms.

Submit 1 electronic copy of profile information in Microsoft Excel and 1 electronic copy of longitudinal pavement profiles in "erd" format or other ProVAL compatible format to the Engineer.

39-2.02B(9) Smoothness Correction: If the top layer of HMA Type A pavement does not comply with the smoothness specifications, grind the pavement to within tolerances, remove and replace it, or place a layer of HMA. The Engineer must authorize your choice of correction before the work begins.

Corrected HMA pavement areas must be uniform rectangles with edges:

1. Parallel to the nearest HMA pavement edge or lane line
2. Perpendicular to the pavement centerline

Measure the corrected HMA pavement surface with a profilograph or a 12-foot straightedge and correct the pavement to within specified tolerances. If a must-grind area or straight edged pavement cannot be corrected to within specified tolerances, remove and replace the pavement. On all ground areas, apply fog seal coat per Standard Specifications Section 37-1, "Seal Coats."

39-1.14 Miscellaneous Areas: The aggregate grading for asphalt concrete placed on miscellaneous areas shall conform to that specified for the asphalt concrete placed on the traveled way, unless otherwise directed by the Engineer.

39-1.15 Minor Hot Mix Asphalt: (Not Applicable)

39-3.02 Acceptance Criteria

39-3.02A Testing: The acceptance testing requirement for Sand Equivalent shall be 50 (minimum) for asphalt concrete surface and 45 (minimum) for asphalt concrete base. HMA shall meet the following requirements.

Aggregate Micro-Deval (ASTM D6928-10) ¹	Tensile Strength Ratio, TSR (ASTM D7870) ²
≤16.0%	Not Required
16.1-18.0%	70 (minimum)
18.1-21.0%	80 (minimum)

¹ Asphalt concrete with an aggregate Micro-Deval loss greater than 21.0% shall be removed and replaced at the Contractor's expense. In addition, no single source of asphalt concrete aggregate shall have a Micro-Deval loss greater than 21.0%.

² TSR testing shall be performed on re-compacted asphalt concrete (per ASTM D7870), obtained from field cores, and tested within 30 days of asphalt concrete placement. Specimens tested shall include 1 unconditioned sample, and 2 conditioned samples as follows:

- a) 20.0 hour Adhesion cycle @ 60°C
- b) 3500 cycles @ 40 psi and 60°C

A single TSR test shall not represent more than 750 tons of asphalt concrete.

Asphalt concrete not meeting the above requirements shall be removed and replaced at the Contractor's expense.

Test sections shall be approved on the basis of the attainment of 93% relative compaction and a satisfactory surface condition following final rolling. The number of coverages required shall be the minimum number required to obtain 93% relative compaction. Relative density shall be the ratio of in-place density (ASTM Test Method D2950) to test maximum density (California Test 309, Method of Test for Determining Theoretical Maximum Specific Gravity and Density of Hot Mix Asphalt) determined during production paving.

The HMA may be cored during paving of the test sections, and the in-place density for each test section shall be the average of three core densities determined per California Test 308.

39-6 Payment: **Asphalt Concrete Surface** shall be paid for at the contract price per **ton**, which price shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work involved in placing asphalt concrete surface and overlay, including tack coat and overlay conforms, and no additional allowance will be made therefor.

Full compensation for furnishing weigh master's certificates shall be considered as included in the contract price paid per ton for asphalt concrete and asphalt concrete base and no additional allowance will be made therefore.

[Lab STD2010]

39A HOT MIX ASPHALT CONCRETE TRENCH PAVING

39A-1.01 Description: Hot mix asphalt concrete (HMA) trench paving shall be per City STD-215. Trench surface shall be per the Trench AC Paving Table on sheet 1 of City STD-215. Trench base shall be 6" of HMA per note 1 on sheet 1 of City STD-215. 12" aggregate base may be used with a no cost change order and written approval from the Engineer. Trench paving shall be placed in areas outside of reconstruction and overlay limits, or as shown on the Plans. HMA base paving and surface shall be included in the prices paid for various contract items and no additional allowance will be made therefor.

39A-2.01 Asphalts: Temporary paving on all utility trenches and any other excavated areas shall be ½-inch maximum, medium grade aggregate hot mix asphalt concrete installed a minimum of two inches thick **placed each day** over the work.

Temporary paving around edges of steel plates shall be a hot mix ½-inch maximum, medium graded aggregate and SC 3000 asphalt binder for use the same day or SC 250 asphalt binder for use over a one week period.

The amount of asphalt binder to be mixed with the aggregate will be specified by the Engineer at the time of paving. Different asphalt binder content may be specified for each lift and each location.

Cutback shall not be used anywhere on the job site.

39A-5.01 Spreading Equipment: When trench width is three feet or less, the asphalt concrete used for trench paving may be deposited directly from the haul vehicle into the trench. The asphalt shall then be raked smooth prior to compaction.

39A-6.01 General Requirements: Areas outside of reconstruction or overlay limits shall receive permanent trench paving per City STD-215, the modified detail on the Plans or as specified herein.

The Contractor shall provide compaction of backfill and base material as the job progresses. Temporary paving, as specified in Section 39A-2.01, shall be placed over the work each day, leaving not more than 25 feet unpaved. This temporary paving shall be removed for final reconstruction and/or trench paving. The 25 feet of unpaved trench shall be covered with skid resistant steel plates (with a coefficient of friction of 0.35 or greater per CTM342), capable of sustaining normal (H20) traffic loads without shifting or bouncing and shall be secured per Caltrans requirements. Plates that have areas where the skid resistant material is missing shall not be used and must be removed from the job site. Hot mix asphalt concrete shall be placed and compacted around all edges of steel plates with a sufficient width and gradual slope in order to provide a smooth transition to existing pavement.

Temporary and permanent asphalt trench paving shall be even and smooth riding.

The Contractor shall monitor and maintain all traffic plates and temporary paving to the satisfaction of the Engineer.

Asphalt concrete used for temporary trench paving shall be removed and disposed of in accordance with Section 124 "Material Recycling".

Any existing manholes or valves that are encountered within the trench paving limits must be adjusted to grade per the requirements of Section 15 of these Specifications. You are responsible for all coordination with the various utility company owners and their representatives, as well as the cost to adjust the various utilities to grade.

39A-6.03 Compacting: Compaction shall be in accordance with Section 39-6.03 of the City Specifications, reprinted here for clarity.

The basis for approval shall be the attainment of 97% relative compaction and satisfactory surface condition following final rolling. The number of coverages required shall be the minimum number required to obtain 97% relative compaction.

39A-8.02 Payment: Payment for conforming to the provisions of this section shall be included in the contract prices paid for various contract items of work and no additional allowance will be made therefor.

[Revised: 8/28/13 STD2010]

47 EARTH RETAINING SYSTEMS

47-1.01A Summary: This work shall consist of retaining walls and concrete path and shall be constructed in accordance with the details and at the location shown on the plans and in conformance to the requirements of Section 47 of the City Specifications, and Standard Specifications.

47-5.01 General: In the locations indicated on the plans, existing reinforced concrete retaining wall and concrete path must be removed to allow for installation of proposed facilities. The retaining wall and concrete path shall be replaced in a manner that matches the visual character of the existing wall.

47-5.03 Construction: Wall stems shall be reinforced concrete. Reinforced CMUs will not be accepted.

Reinforced concrete footings and stems must comply with Section 51 of the Standard Specifications.

Reinforcement must comply with Section 52 of the Standard Specifications.

47-5.04 Payment: **Retaining Wall and Concrete Path** shall be paid for at the **lump sum** price, and shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in constructing the reinforced concrete retaining wall and concrete path complete in place as specified, including but not limited to concrete, reinforcement, formwork, finishing, curing, and cleanup.

73 CONCRETE CURBS AND SIDEWALKS

73-1.01A Summary: This work shall consist of curbs, gutters, sidewalks, driveways, and island paving, and shall be constructed in accordance with the details and at the location shown on the plans and in conformance to the requirements of Section 73 of the City Specifications, and Standard Specifications.

Joints shall be constructed in accordance with the details shown on the Plans and be squares or have a 1 to 1.5 or less ratio.

73-1.01E Color: A colored pigment designed for the integral coloring of concrete shall be added to the concrete mix. The pigment shall contain pure concentrated mineral pigments specifically processed for mixing into concrete and complying with ASTM C979. The colored pigment shall be Davis Colors color #860, applied in a dosage of 0.33 pound per 94 pound sack of cement (approximately 2 pounds per cubic yard of concrete for a 6 sack mix), or L. M. Scofield color #SG860 applied in a dosage to produce an equivalent color, or an approved equal.

73-2.03 Construction: Curb construction shall be in accordance with Section 73-1.05 of the City Standards. Curb construction shall be in conformance to the details and at the locations shown on the plans and in accordance with City Specifications.

Curb and gutter shall be constructed in conformance to City STD-241, the details and locations shown on the plans and in accordance with the City Specifications.

Curb openings, for driveways, shall be constructed at existing driveways, and at locations indicated on the plans or directed by the Engineer.

All concrete which is to be removed from curb, gutter, and driveway areas shall be removed to the nearest construction joint or as directed by the Engineer.

Median curb shall be constructed per City STD-242. Median Curb installation shall include the removal of a 24-inch wide Hot Mix Asphalt (HMA) pavement strip which runs along the Median Curb. The HMA strip shall be saw cut neatly with removal of a minimum of 0.5 ft depth of the existing HMA for conforming purposes. Attention is directed to Section 39-2.02A(2) for HMA Strip (0.5').

Concrete mow strip shall be constructed in conformance to the details and at the locations shown on the plans.

Curb and gutter, median curb, and concrete mow strip shall be cured in accordance with the requirements of Section 90-1.03B of the Standard Specifications except that the Contractor may substitute other than a pigmented sealer upon the approval in writing of such substituted sealer by the Engineer.

All oil, paint, tire marks, and other discoloring shall be removed from the curb and gutter by sandblasting prior to acceptance by the Engineer. Cement mortar will not be an acceptable substitute for sandblasting. Vandalism to uncured concrete surface shall be removed. If it cannot be removed from the surface, then the vandalized concrete shall be removed and replaced to the nearest score-mark.

No deduction in measured length of curb and gutter to be paid for will be made for curb openings for driveways.

Curb and gutter installation shall include the removal of a 24-inch wide Hot Mix Asphalt (HMA) pavement strip which runs along the lip of gutter. The HMA strip shall be saw cut neatly with removal of a minimum of 0.5 ft depth of the existing HMA for conforming purposes. Attention is directed to Section 39-2.02A(2) for HMA Strip (0.5').

73-3.03 Sidewalk, Island Paving (Median Curb), Concrete Mow Strip, and Driveway Construction: Sidewalk, median curb, concrete mow strip, and driveway shall be constructed in accordance with the details and at the location shown on the plans and in conformance to the requirements of Section 73-1.07 of the City Specifications with the following modifications and additional requirements.

PG&E, SBC and AT&T utility vaults, new racks, manholes and/or valves that conflict with the construction and/or use of sidewalks and driveways shall be identified ahead of time by you and coordinated with the appropriate agencies for adjustment in a timely manner to avoid impact on the progress and completion of the project. Additionally, 1/4-inch expansion material with thickened edges of 8-inches shall be applied surrounding all vertical poles and base plates.

Trees overhanging the public right-of-way within proposed sidewalk areas shall be trimmed in accordance with Section 112 to provide a minimum 7 feet of vertical clearance above the finished walking surface.

Unless noted otherwise on the Project Plans, Sidewalk conform areas are to be a minimum of 5 foot long or to the next control joint by the width of the existing sidewalk.

All concrete which is to be removed from sidewalk and driveway areas shall be removed to the nearest transverse score mark across the full width of sidewalk or construction joint as directed by the Engineer.

Soft or spongy material shall be removed and replaced with suitable material as required by the Engineer.

Sidewalks, median curb, concrete mow strip, and driveways shall be cured in accordance with the requirements of Section 90-1.03B of the Standard Specifications except that the Contractor may substitute other than pigmented sealer upon approval in writing of such substituted sealer by the Engineer.

All oil, paint, tire marks, and other discoloring shall be removed from the Sidewalks, gutter depression, median curb, curb ramps, and driveways by sandblasting prior to acceptance by the Engineer. Cement mortar will not be an acceptable substitute for sandblasting. Vandalism to uncured concrete surface shall be removed. If it cannot be removed from the surface, then the vandalized concrete shall be removed and replaced to the nearest scoremark.

Concrete with surface cracking exceeding a depth of 0.5 inches or 0.03 inches wide or a level change of 0.25 inches shall be removed and replaced at no additional cost to the City. Patching or any joint fillers are not allowed for repairs to damaged concrete.

73-3.04 Payment: Curb and Gutter shall be paid for at the contract price per **linear foot**, which price shall include full compensation for furnishing and applying curing materials, forming and

constructing curb openings for driveways, removing discoloring, furnishing all labor, materials, tools and equipment and doing all the work involved in constructing curb and gutter complete in place as specified, including furnishing and placing expansion joint filler, constructing weakened plane joints, excavating, and backfilling.

Median Curb shall be paid for at the contract price per **linear foot**, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in constructing median curb complete in place as specified.

Concrete Mow Strip shall be paid for at the contract price per **linear foot**, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in constructing concrete mow strip complete in place as specified.

Standard Sidewalk shall be paid for at the contract price per **square foot**, which price shall include full compensation for furnishing and applying curing materials, removing discoloring, furnishing all labor, materials, tools and equipment and doing all the work involved in constructing sidewalk complete in place as specified, including furnishing and placing expansion joint filler, constructing weakened plane joints, excavating, and backfilling.

Vehicular Sidewalk shall be paid for at the contract price per **square foot**, which price shall include full compensation for furnishing and applying curing materials, removing discoloring, furnishing all labor, materials, tools and equipment and doing all the work involved in constructing sidewalk complete in place as specified, including furnishing and placing expansion joint filler, constructing weakened plane joints, excavating, and backfilling.

Driveway shall be paid for at the contract price **square foot**, which price shall include full compensation for furnishing and applying curing materials, removing discoloring, furnishing all labor, materials, tools and equipment and doing all the work involved in constructing driveway complete in place as specified, including removable bollards, furnishing and placing expansion joint filler, constructing weakened plane joints, excavating, and backfilling.

[Version: 08/22/18 CDA STD2010]

80 FENCES

80-1.01 General: In the locations indicated on the plans where existing fencing must be removed to allow for installation of proposed facilities, it shall be reconstructed. Replacement fencing shall be equal or better in quality than the original fencing, and shall match existing fencing type, dimensions, and color.

See Section 90 for concrete requirements.

The wire in the new and existing fences shall be fastened to the posts.

Used on site existing materials may be incorporated in the fence if the materials are good, sound and suitable for the intended purpose.

80-3 Chain Link Fence:

Chain Link fencing materials shall consist of the following: 8' long 2-1/2" diameter galvanized post with galvanized steel cap, spacing to match existing, set in 8" diameter x 2' deep concrete footing, with 7 gage thick steel tension wire top and bottom, 72" high 2" mesh zinc coated wire chain link fabric fence material, clips and wire ties as necessary.

80-4 Payment: Fence Reconstruction shall be paid for at the **lump sum** price, and shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in fence reconstruction, including but not limited to: removal and disposal of existing fence posts, rails, tension wire, and fabric, and installation of new fence posts, rails, tension wire, and fabric, as specified herein.

83 RAILINGS AND BARRIERS

83-1.02 General: Removable bollards shall be constructed in accordance with the Plans, these Special Provisions, and as directed by the Engineer. Existing railings shall be removed and reinstalled in accordance with the Plans, these Special Provisions, and as directed by the Engineer.

See Section 90 for concrete requirements.

Where removable bollards are to be removed and replaced, Contractor shall note location of existing bollards and install new bollards in the same location.

83-2.08 Railings: Remove and reinstall existing railings on creek trail where indicated on the Plans. Cut existing railings as required for removal. Reinstall posts as indicated on the Plans. Field weld to reconnect to existing railings. Alternatively, replace existing railing with new railing constructed to match the existing railings and conform with Section 83-2.08 of the Standard Specifications.

83-2.08D Payment: Reinstatement of Creek Trail Railing shall be paid for at the **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all work involved in constructing metal railings complete in place as indicated on the project plans, including but not limited to, removal of existing creek railings, hardware, miscellaneous metal, and welding, complete as specified in these Special Provisions, and as directed by the Engineer in the field, and no additional allowance will be made therefor.

83-5 Bollards

83-5.01 General: Bollards shall be constructed in accordance with these Special Provisions, and the details shown on the Project Plans. All bollards shown on the plans to be removed and disposed of in their entirety, including all concrete foundations.

83-5.02 Materials: Concrete used in bollard footing construction shall be "Class A" concrete per Section 90 of the City Standards.

Bollards shall be shop manufactured of standard weight steel pipe which is galvanized, and powder coated following fabrication.

83-5.03 Construction: Bollard layout and installation shall be coordinated with sidewalk installation. Footing sleeves should be installed with the top of the sleeve set flush with the adjacent finished grade surface. The bollard elements shall be flush with the surrounding grade when the bollard and sleeve is removed.

83-5.04 Payment: Removable Bollard shall be paid for at the contract price **each**, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing the work involved in installing Removable Bollards and no additional allowance will be made therefor.

84 MARKINGS

84-2 Traffic Stripes and Pavement Markings

84-2.01 General: Attention is directed to Section 12 “Temporary Traffic Control” and Section 15 “Existing Facilities” of these Special Provisions. Traffic stripes and pavement markings shall conform to the applicable provisions of Section 84 of the Standard Specifications, The City Traffic Standards, and these Special Provisions and shall be placed at the locations shown on the Plans.

Contractor shall provide and install temporary retro-reflective traffic stripes and pavement markings on the same day as the existing traffic stripes and pavement markings are removed or destroyed, or as directed by the Engineer, and maintain them until the new, permanent traffic stripes and pavement markings are in place.

Temporary striping on all ground surfaces shall be paint (white and/or yellow) with retro-reflective glass beads or an approved equivalent and shall be installed the same day as the existing permanent traffic striping is removed, or as directed by the Engineer. Temporary traffic striping shall be maintained until new permanent traffic striping is in place.

Existing pavement markings, including crosswalks, disturbed by construction activities shall be replaced in their entirety.

All traffic striping to be replaced shall match existing sections in kind unless approved by the Engineer.

Contractor shall remove all existing traffic striping and pavement marking in conflict with proposed improvements, as shown on the Plans, and as directed by the Engineer, and shall be responsible for the proper disposal of their grindings away from site work.

Permanent traffic stripes and pavement markings shall be installed after all iron has been raised for that particular street section, but no more than five days after final paving for that section of roadway or a 15% pay deduction may be levied.

Existing traffic stripes and pavement markings to remain, which are damaged by the work shall be replaced at the contractor’s expense. This includes areas outside the immediate project limits.

Painted curbs which are damaged or replaced as part of the work shall be repainted to match existing conditions.

84-2.01D Quality Assurance: The Engineer shall inspect completed lines and markings as conditions may require and may inform the Contractor of any faulty methods or unsatisfactory results.

84-4 Pavement Markers

84-4.01 General: Raised pavement markers shall be placed at the locations shown on the Plans and in accordance with the applicable provisions of Section 84 of the Standard Specifications, these General Conditions, these Technical Specifications, and the City of Santa

Rosa Traffic Standards. Attention is directed to Section 15 “Existing Facilities” of these Technical Specifications.

84-4.02 Materials: All raised pavement markers (RPMs) shall conform to the most current State Specifications.

84-4.02B Nonreflective Pavement Markers: All non-reflective pavement markers shall be ceramic.

84-4.03 Construction: Existing raised pavement markers to remain, which are damaged by the Contractor, shall be replaced as determined by the Engineer, at the Contractor’s expense. This includes areas outside the immediate project limits.

The exact locations and limits of raised pavement markers will be determined in the field by the Engineer.

The Contractor shall provide, install and maintain temporary markers on the same day that the existing permanent markers are removed, or as directed by the Engineer, and maintain this delineation until new permanent markers are in place. Temporary markers on non-ground surfaces shall be plastic adhesive retroreflective delineators.

Existing raised pavement markers conflicting with the proposed striping shall be removed immediately prior to placement of new markers.

Holes left in the pavement due to the removal of raised pavement markers shall be filled with enough adhesive to replace any asphalt which comes off with the removal of the pavement marker, leaving a level driving surface.

Permanent raised pavement markers shall be installed within 5 days following final pavement operations. Temporary markings shall be in place the same day of pavement operations.

84-10 Payment: Payment for conforming to the provisions of this section shall be included in the contract prices paid for various contract items of work and no additional allowance will be made therefor.

[Updated: 5/20/2025 JB2 STD2024]

90 CONCRETE

90-1.01C(6) Mix Design: The proportions of the water, sand and aggregate shall be regulated so as to produce a plastic, workable and cohesive mixture.

90-1.01D(2) Cementitious Material Content: Concrete shall contain a minimum of 564 pounds of cementitious material per cubic yard. The amount of cement by weight of the specified cementitious material shall be 75 to 85 percent.

90-1.01D(5) Compressive Strength: The 28-day compressive strength of concrete shall be 4000 pounds per square inch (psi) or greater.

90-1.01D(6) Curing Compound: Concrete shall be cured per Section 90-1.03B of the Standard Specifications. Pigmented curing compound or any other material that will leave a noticeable residue shall not be allowed.

90-1.02E(2) Chemical Admixtures: An admixture shall not be used to reduce the amount of cementitious material content.

90-1.04 Payment: Payment for conforming to the provisions of this section shall be included in the contract prices paid for various contract items of work and no additional allowance will be made therefor.

106 TRENCH BRACING AND SHORING

106-1.01 General: All bracing and shoring shall conform to Sections 7.14 and 7.15 of these General Conditions, Section 7-1.02K(6)(a and b) of the Standard Specifications, and the Division of Industrial Safety Construction Safety Orders which are currently in use.

The Contractor shall provide adequate sheeting, shoring and bracing of trenches and other excavations, and/or equipment method, for the protection of life or limb as required by the State of California Construction Safety Orders, the Safety Regulations of the Federal Occupational Safety and Health Administration and by these Special Provisions.

All safety orders, rules and regulations of Cal/OSHA and/or the Federal OSHA applicable to the work to be done under this Contract shall be obeyed and enforced by the Contractor.

The Contractor shall obtain a permit from Cal/OSHA before starting work.

The Contractor shall ensure that employees entering excavations are protected from cave-ins, failure of protective systems, hazardous atmospheres, vehicular traffic, falling loads, and any other hazardous conditions.

Due to the depth of trench excavations and presence of saturated soils, the Contractor shall provide a **positive shoring system**. If sheeting is used, it shall be installed with the use of vibratory type pile drivers as opposed to impact type. The width of sheeted trenches as measured between the faces of the sheeting in contact with the trench walls shall not exceed the maximum trench width indicated by City Standard 215 unless approved by the Engineer. The installation of walers, struts, and other shoring support structures shall be designed and installed to present no obstructions to proper placement of the pipe, structure, bedding, backfill, or proposed improvements.

The shoring system shall extend to the bottom of the planned trench excavations and be capable of supporting the active pressures described in the Geotechnical Study Report.

The Contractor shall have a competent person on-site who will make daily inspections of excavations, adjacent areas, and protective systems. The competent person will be responsible for ensuring that the protective system is based upon soil classifications, and that it provides the required protection in accordance with CCT, Title 8, and Section 1541.1.

106-1.02 Submittals: At least 15 working days before beginning excavation on a trench 5 feet or more in depth, the Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker, adjacent structure, and adjacent utility protection from caving ground hazards.

The plan(s) shall be prepared and signed by a registered Professional Civil or Structural Engineer.

The excavation and shoring analysis for positive shoring systems and design shall be fully coordinated with the dewatering plan.

The Contractor shall include in the plan three (3) examples from the last five (5) years of their experience with the described method(s) and identify which of the personnel involved in the example projects will be on site.

A shoring method other than a positive shoring system may be accepted at the discretion of the Engineer for use in portions of the project if the detailed plan sufficiently supports use of an alternate shoring method.

106-1.03 Execution: Shoring shall be removed in such a manner as to prevent caving at the walls of excavations or damage to piping or other structures. Positive shoring systems shall be incrementally removed as the trench is backfilled. No backfill shall be installed against the shoring system before it is removed.

Excavations shall be so braced and supported that they will be safe, and the ground alongside the excavation will not slide or settle, and all existing improvements of any kind, either on public or private property will be fully protected from damage. If any damage does result to such improvements, the Contractor shall make the necessary repairs or reconstruction at his own expense and as directed by the Engineer.

All excavations shall have barricading, fall protection handrails, and access ladders in accordance with Cal/OSHA requirements.

106-1.04 Payment: Trench Bracing and Shoring shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved to furnish and install sheeting, shoring and bracing for the protection of adjacent existing improvements, and the protection of life and limb conforming to applicable safety orders, including but not limited to a bracing and shoring plan, securing Cal/OSHA permits, and in accordance with the Project Plans, applicable Federal, State and Local Regulations, permits, and as specified herein, and no additional compensation will be made therefore.

05/18/2015 DCM 2010STD

112 TREE PROTECTION

112-1.01 General: The following requirements shall apply to any contractor who works on any property upon which a protected tree is located.

Protected tree means any tree, including a Heritage tree, designated to be preserved on the plans, or as directed by the Engineer. Heritage tree is any of the trees listed under Section 17-24.010 of the City of Santa Rosa Tree Ordinance.

112-1.02 Scope: Before the start of any clearing, excavation, construction or other work on the site, every protected tree shall be securely fenced off at the protected perimeter. Protected perimeter shall be either the root zone or other limit as directed by the Engineer. Such fences shall remain continuously in place for the duration of all work undertaken in connection with this project. The area so fenced off shall not be used as a storage area, altered, or disturbed except as may be permitted under this section.

If any of the site work encroaches upon the protected perimeter of a protected tree, special measures shall be utilized as approved by the Engineer to ensure that the roots obtain oxygen, water, and nutrients as needed. Any excavation, cutting, filling, or compaction of the existing ground surface within the protected perimeter, if authorized by the Engineer, shall be minimized and subject to such conditions as may be imposed by the Engineer. No significant change in existing ground level shall be made within the drip line of the protected tree except as directed by the Engineer and as shown on the plans. No burning or use of equipment with an open flame shall occur near or within the protected perimeter. All brush, earth, and other debris shall be removed in a manner which prevents injury to the protected tree.

No oil, gas, chemicals, or other substances that may be harmful to trees shall be stored or dumped within the protected perimeter or any other location on the site from which such substances might enter the protected perimeter.

Underground trenching for utilities shall avoid major support and absorbing tree roots of protected trees. If avoidance is impracticable, tunnels shall be made below the roots. Trenches shall be consolidated to serve as many units as possible. Trench within the drip line of the tree shall be avoided and only be done at the approval and direction of the Engineer.

No concrete or asphalt paving shall be placed over the root zones of protected trees. No artificial irrigation shall occur within the root zone of oaks.

No compaction of the soil within the root zones of protected trees shall occur.

112-1.03 Payment: Full compensation for work in this section shall be considered as included in the prices paid for the various contract items of work and no additional allowances will be made therefor.

[Version: 11/6/14CDA STD2010]

121 NOTIFICATION

121-1.01: The Contractor shall notify the Engineer of any work to be performed on any given work day either on the afternoon of the prior working day or before 8:30 a.m. on the given working day. Any work completed for which the Engineer has not received prior notification of its scheduling MAY NOT BE ACCEPTED FOR PAYMENT.

The Contractor shall keep the City of Santa Rosa Fire Department informed regarding the closure of any traveled way. At a minimum, the Contractor shall call the Fire Department at 543-3535 and the Communications Center at 543-3666 daily to report any traveled way closure. This means immediately upon closure for that day and again immediately after removal of the closure. For closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane streets.

The Contractor shall notify Sonoma County Transit at (707) 585-7516, Superintendent of Golden Gate Transit at (415) 257-4442, Santa Rosa City Bus at (707) 543-3922, Sonoma County Airport Express at (707) 837-8700, the local Postal Service at (707) 526-0113 and Santa Rosa Recycling and Collection at (707) 586-8234 5 calendar days prior to any lane closures or restrictions in turning movements.

121-3.01 Payment: Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

[Version: 10/13/14-CDA STD2010]

130 SANITARY SEWER SYSTEM

130-1 General: Sanitary sewer system components and related appurtenances shall conform to the requirements as specified in the City of Santa Rosa Sanitary Sewer Standards Specifications Section 130, the Project Plans, and modifications herein.

Excavation, dewatering, trench bracing & shoring, backfill, and resurfacing shall be performed in accordance with the recommendations of the Geotechnical Study Report, referenced in the IFB.

130-1.01A Allowable Pipe Types:

Ductile iron pipe shall be lined and coated per the project plans.

130-1.03A Trench Backfill:

Trench backfill shall conform to the Standard 215, "Standard Trench Detail" of the City of Santa Rosa Standard Plans:

1. Under pavement and hardscape the trench backfill detail for "Streets under construction" shall be used.
2. Outside of hardscape and paved areas, the trench backfill detail for "Public Utility Easement (Undeveloped areas)" shall be used.

130-1.03B Casing Pipe:

In the location indicated on the plans, sewer pipe beneath the creek bed shall be installed in a casing pipe. Casing shall be 18" diameter PVC DR18 conforming to the requirements of C905. The Contractor shall provide casing spacers to support the 8" sewer main along the profile indicated on the plans. The casing spacers shall be SSI spacers as manufactured by Advance Products & Systems, Inc., or approved equal. Casing spacers shall be installed in accordance with the manufacturer's recommendations.

Grout the annular space between the casing and main. Grout shall be a low-density foam concrete in conformance with Section 71-3.01B(3) of the Standard Specifications. Grout shall be placed using injection tube and breather tube through a bulkhead in conformance with Section 71-3.01C(5)(b) of the Standard Specifications. Bulkhead may be created using concrete sacks and a mortar plug.

Casing end seals shall be a modular mechanical seal. End seals shall be Innerlynx model End Seal as manufactured by Advance Products & Systems, Inc., or approved equal. End seals shall be installed as shown on the plans and in accordance with the manufacturer's recommendations.

130-1.03C Backfill within Creek Bank:

In accordance with the Geotechnical Study Report, creek bank backfill shall be placed in thin horizontal lifts (approximately 8 inches thick), moisture conditioned to near optimum moisture content, and compacted to at least 90 percent relative compaction. In the upper 2-4 feet, the fill shall be keyed and benched into the surrounding creek bank face for a minimum of 5 feet on either side of the trench. Benches shall be used to ensure that fill is placed horizontally and compacted vertically, rather than normal to the bank slope. Following compaction, excess material resulting from benches shall be carefully removed to restore the pre-construction grade of the bank. The resulting compacted fill in the keyed areas shall have a minimum thickness of 2 feet.

130-1.05A Abandonment and Removal of Existing Sewer Components: Existing sewer components to be removed or abandoned per these Special Provisions, any details shown on the Plans and/or as directed by the Engineer.

Existing sewer system components shall be removed where shown on the Plans or to facilitate the progress of work per these Special Provisions and the City Standards. Contactor must receive written permission from the Engineer prior to the full or partial removal of any active utility. The excavation shall then be backfilled and compacted as specified on the Plans and details with suitable fill material approved by the Engineer.

Existing sewer components to be abandoned in place shall be filled with cellular closed cell concrete per these Special Provisions, and details shown on the Plans

Cellular closed cell concrete shall comply with the following specifications:

Cellular Closed Cell Concrete Material:

Cellular concrete shall be a flowable lightweight product consisting of cement, cement – pozzolan, or cement – fly ash, water, and have a homogeneous void or cell structure, attained with gas-forming chemicals or foaming agents. The mixture shall be closed cell with no interconnected pores.

Mix design shall be in accordance with manufacturer's recommendation.

Admixtures may be used in accordance with the manufacturer's recommendation.

Cement shall be Type II Portland cement and shall comply with ASTM C-150.

Mixing water shall be recycled and free from deleterious amounts of acid, alkali, salts, oils, and organic material which would adversely affect the setting time or compressive strength.

Cellular concrete shall have a minimum compressive strength of 80 psi at 28 days when tested in accordance with ASTM C495, except that test specimens shall not be oven dried prior to testing.

Cellular concrete shall have a density between 65 and 100 pcf when tested in accordance with ASTM C495.

Cellular concrete shall be job site batched, mixed, and placed per manufacturer's specifications.

130-1.05B Trench Dewatering:

Groundwater is anticipated within the planned excavation depth. Therefore, it may be necessary to dewater the excavations. If required, dewatering shall occur prior to excavation of the trenches to lower the groundwater below the proposed excavation bottoms. The Contractor is responsible for the design, operation, and maintenance of the temporary dewatering system. Groundwater depth measurements can be found in the Geotechnical Study Report.

Non-contaminated groundwater and/or trench water may be discharged to the City of Santa Rosa's sewer collection system in accordance with One Time Discharge Permit SR-1X09933.

130-1.05C Existing Utilities:

Existing recycled water lines, AT&T, and communication line shall be supported in place with service maintained during construction. The Contractor shall be responsible for any damage to the recycled water lines during construction and any damage resulting from improper backfilling.

130-1.12 Payment: **Sewer Main** shall be paid for at the contract price per **linear foot** for the specified sizes, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved for sewer main installation, including but not limited to: potholing other than as specified in Section 15 to facilitate the progress of work; excavation and disposal of excavated materials; hand digging *if needed*; root pruning; bypass pumping *if needed*; contamination awareness; fittings/couplings; felt expansion joint material *if required*; temporary connections; modifications to existing manholes to accept new mains; connections to new or existing manholes or mains, including sealing of penetrations water tight; supporting or removal and disposal of existing utilities in the same trench *if required*; placing and compacting all required bedding and backfill including control density fill *if required*; trench plates *as needed*; temporary trench paving; cleaning and flushing; testing; video inspection; as specified herein, and no additional allowance will be made therefor.

The actual quantity of sewer main to be paid for will be the length measured from center of manhole to center of manhole/mainline cleanout along the finished grade to the nearest foot, excluding the sweep and the portion of pipe used for constructing the mainline cleanout. Pipe purchased by the Contractor in excess of the measured amount will not be paid for by the City.

Sewer Main in Casing Pipe shall be paid for at the contract price per **linear foot**, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved for sewer main in casing pipe installation, including but not limited to: excavation and disposal of excavated materials; hand digging *if needed*; root pruning; bypass pumping *if needed*; contamination awareness; fittings/couplings; supporting or removal and disposal of existing utilities in the same trench *if required*; placing and compacting all required bedding and backfill; casing pipe, casing spacers, annular space grouting, end seals; cleaning and flushing; testing; video inspection, and cleanup as specified herein, and no additional allowance will be made therefor.

Abandon or Remove Existing Sewer System Components shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved to abandon or remove existing sewer system components, included but not limited to: excavation and disposal of excavated materials; hand digging *if needed*; contamination awareness; supporting or removal and disposal of existing utilities in the same trench, *if required*; abandonment or removal and disposal of existing sewer system components; concrete plugs; cellular concrete; placing and compacting all required bedding and backfill including control density fill *if required*; trench plates *as needed*; temporary and permanent trench paving; replacement of traffic stripes and pavement markers *as needed*; removal and replacement of concrete curb, gutter and sidewalk *as needed*; bypass pumping *if needed*; as specified herein, and no additional allowance will be made therefor.

Trunk Sewer Overflow Abandonment shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work involved to abandon the existing trunk sewer overflow connection in SSMH 69, included but not limited to: installing basket strainer at downstream manhole; cutting existing trunk sewer pipe opening *as needed*; PVC sheet; dowels; reinforcement; hardware; mortar; bypass pumping *if needed*; as specified herein, and no additional allowance will be made therefor.

Sewer Manholes shall be paid for at the contract unit price **each** for the various sizes, which price shall include full compensation for furnishing all labor, materials, tools, equipment and

incidentals, and doing all the work involved for the installation of sewer manholes, including but not limited to: potholing other than as specified in Section 15 to facilitate the progress of work; excavation and disposal of excavated materials; hand digging *if needed*; dewatering and disposal of trench groundwater; bypass pumping *if needed*; contamination awareness; couplings and pipe if connecting to existing mains; water tight sealing of penetrations; coating and patching; supporting or removal and disposal of existing utilities in the same trench, *if required*; placing and compacting all required bedding and backfill including control density fill *if required*; trench plates as needed; temporary trench paving; concrete collar; installing and adjusting the cast iron frame and cover to grade after final paving is complete; testing; as specified herein, and no additional allowance will be made therefor.

Full compensation for television inspection shall be considered as included in the prices paid for the **various contract items** of work involved and no additional allowance will be made therefor.

Full compensation for bypass pumping shall be considered as included in the prices paid for the **various contract items** of work involved and no additional allowance will be made therefor.

Version Date: 11/28/17

140 STREAM DIVERSION

140-1 General

140-1.01 General: A temporary stream diversion shall be installed and maintained as needed to move stream flow through and around the project area, to isolate construction activities from contact with stream flow, and prevent impacts on water quality from the construction work. The scope of work shall include building and maintaining the temporary stream diversion (pipe with or without bypass pump), flow barriers (dams), temporary erosion and sediment controls, and properly treating and discharging sediment-laden water as well as removing all such temporary works after they have served their purposes and properly stabilizing the area. The scope of work shall also include dewatering activities within the stream for the construction area, as needed. The work shall be planned to minimize the length of time the temporary stream diversion will be used.

Dewatering work within the stream must occur between August 1 and October 15 or as required by project permits. During this time, maximum flow is anticipated to be 2 cubic feet per second (cfs).

The Contractor shall furnish to the Engineer, in writing, a plan for diverting stream flows and the removal of water from the work area at least 30 days before beginning the construction work for which the temporary stream diversion is required. The plan shall also address the capture and relocation of species that may be present in the dewatered area. Acceptance of this plan will not relieve the Contractor of responsibility for completing the work as specified.

When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall be allowed at all times to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code section 5937.

Flow shall be diverted in a manner that prevents turbidity, siltation, or pollution and provides flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion.

140-1.02 Flow Barrier: The Contractor shall build, maintain and operate all flow barriers (dams), such as cofferdams, and protective works needed to prevent stream flows from entering the construction site.

The flow barrier shall be made of non-erodible material, able to withstand the anticipated flows, and shall not contribute unnecessary pollution to the stream or surrounding area. The flow barrier may be constructed of a combination of riprap, sand bags, concrete barriers, or other appropriate materials. Riprap or sand used in the barriers shall be washed. Any material used to minimize seepage under or through flow barriers, such as grout, shall be non-toxic, non-hazardous, and as close to neutral pH as possible.

Impermeable barrier material used in the flow barrier shall be free of holes, punctures, tears or other defects that compromise the impermeability of the material. If a bypass pipe passes through the flow barrier, a watertight seal shall be created at the pipe penetration. Material shall have UV

resistance appropriate for the duration of the diversion. Where multiple pieces of material are used, they shall be affixed in accordance with manufacturer's recommendations.

Contractor shall monitor flow barriers daily for leaks or other deficiencies. Barriers shall not be left unattended for longer than 24 hours. Weather reports should be observed. If a storm event is expected, the site shall be stabilized in preparation as appropriate. All repairs shall be made immediately to prevent further damage to the installation.

When a temporary stream diversion is ready to accept the stream flow, the flow barriers shall be installed within the stream. The upstream flow barrier shall be installed first followed by the downstream flow barrier, if used. The discharge point at the downstream end of the temporary stream diversion shall be properly stabilized to avoid erosion. Diversion shall be conducted such that water at the downstream end does not scour the channel bed or banks.

All flow barrier materials shall be removed from the stream upon project completion. Normal flows shall be restored to the creek immediately upon completion of work at that location. If the coffer dams or stream diversion fail, they shall be repaired immediately.

140-1.03 Temporary Stream Diversion: Stream flow shall be diverted around the construction site and away from the construction work. Unless otherwise specified, the temporary stream diversion must discharge into the same natural drainage way. In no instance shall the diverted flow be discharged into a different watershed. Flow shall be diverted in a pipe. Gravity flow is the preferred method of water diversion. A bypass pump may be used if necessary.

The design for temporary in-channel culverts shall be passable to fish as required under Fish and Game Code section 5901.

Piping shall be 8-inch nominal diameter minimum smooth-walled HDPE pipe suitable for clean water with water tight joints. Pipe shall be clean, uncoated, and in good condition. Support pipe as required for planned loads. Piping will be installed to ensure that stream flows will not be released into the work site.

The diversion inlet, whether or not a pump is used, shall be equipped with an intake screen. The screen shall meet the "fry-size" criteria of CDFW and be in accordance with CDFW's fish screening criteria (found in Appendix S of the *California Salmonid Stream Habitat Restoration Manual* 4th Edition), and in accordance with the NMFS Southwest Region Fish Screening Criteria for Anadromous Salmonids. The screen shall be inspected daily and cleaned as needed to remove flow obstructions.

When a bypass pump diversion is used, the pump shall be placed on firm ground on top of a drip pan or other pollution prevention material to avoid contamination of the soil. The discharge location shall be properly stabilized prior to diverting any flow. The pump operation shall be monitored and augmented as needed. The pump shall be operated at the rate of flow that passes through the site. Pumping shall not dewater nor impound water on the upstream side.

Contractor shall have a redundant bypass pump on-site or otherwise available to be delivered to the site within 4 hours to allow for the diversion to remain in place in case of primary pump failure.

140-1.04 Dewatering: The Contractor shall furnish, install, operate and maintain all sumps, pumps, casings, wellpoints and other equipment needed to perform the dewatering of the construction site in the diverted stream area as needed for proper execution of the construction

work. Contractor shall develop means to retain, test, and treat such water so as to meet all requirements of the General Construction Permit and effluent limitations in the 401 Certification.

The Contractor is advised that depth to groundwater was measured to be approximately at the same elevation as the existing channel invert.

Once water has been diverted around the work area, the work area shall be dewatered until it is adequately dry. Any muddy or otherwise contaminated water shall be pumped to a settling tank, dewatering filter bag, upland area, or other CDFW-approved location prior to re-entering the stream.

140-1.05 Work Within Barrier Area:

The exterior of vehicles and equipment that will be within the barrier area shall be maintained free of grease, oil, fuel, and residues. Stationary equipment such as motors, pumps, etc. located within the work area or adjacent to the stream shall be positioned over drip pans or other confinement area. All equipment shall be stored outside of the creek banks when not in use.

140-1.06 Erosion and Pollution Control: The Contractor shall install erosion and sediment control devices, per the plans and specifications. The temporary stream diversion shall be installed during dry weather to minimize water quality impacts. Measures shall be taken to divert runoff from entering the temporary diversion channel and the project area. A fiber roll, sandbags, silt fence or other erosion control barrier shall be installed across the width of the channel bed downstream of the work area and upstream of the diversion discharge point to prevent any sediment from the project area from entering the stream flow. All erosion and sediment control devices shall be properly maintained and repaired or replaced, as necessary.

Removal of water from the construction site shall be accomplished in such a manner that erosion and the transmission of sediment and other pollutants are minimized. To avoid contamination and compaction, equipment shall not enter the natural stream bed outside of the barrier area.

140-1.07 Removal of Temporary Works: After the temporary works have served their purposes, the Contractor shall remove them or level and grade them to the extent required to present a sightly appearance and to prevent any obstruction of the flow of water or any other interference with the operation of or access to the permanent works. The work site in the natural stream area shall be stabilized prior to the removal of the stream flow barriers. If a downstream flow barrier is used, it shall be removed first and then the upstream flow barrier. Removal of the flow barriers shall be accomplished during dry weather. The temporary diversion pipe shall be blocked once the stream flow has been restored to the natural channel, by first plugging the upstream end and then the downstream end. Any standing water shall be removed from the temporary stream diversion pipe and the temporary diversion pipe shall then be removed per the plans and specifications.

140-1.08 Payment: **Stream Diversion** shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing, installing, operating, maintaining and removal of the necessary barriers, diversions, channels, drains, sumps, pumps and piping and for all labor, materials, tools, equipment and incidentals and no additional allowance will be made therefor.

150 CREEK SCOUR PROTECTION

150-1.01 Summary: This work shall consist of improvements within the creek channel to reduce scour and prevent exposure of the underground sewer within the creek bed and shall be constructed in accordance with the details and at the locations shown on the plans and in conformance to the requirements of the City Specifications, and Standard Specifications.

150-1.01A General: In the location indicated on the plans, riprap shall be placed to provide energy dissipation of creek flow upstream of the sewer and slope protection.

150-1.02 Materials:

Riprap rock size shall be between 1 ft. and 3 ft. in diameter, with median diameter of 1.5 ft. Riprap rock shall be angular. Only clean material free of trash, debris and deleterious material shall be used. Asphalt shall not be considered an acceptable material.

Native Backfill shall be native streambed materials.

150-1.03 Construction:

150-1.03A General: All riprap shall be placed using Placement Method B per Section 72 of the Standard Specifications.

150-1.03B Bank Scour Protection: Place riprap along the banks up to the elevation indicated on the plans. Riprap shall extend to the east to the limits of existing bank protection riprap.

Ensure that any voids and spaces within the riprap are filled with smaller rock or gravels.

150-1.03C Streambed Scour Protection: At the depths indicated on the plans, place layers of riprap in a prepared excavation. Place Native Backfill to restore the ground surface to the original grade.

150-1.04 Payment: **Streambed Scour Protection** shall be paid for at the price per **square yard**, and shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in constructing scour protection improvements below approximately elevation 78' complete in place as specified, including but not limited to furnishing, hauling, and placing riprap and native backfill as specified, and cleanup.

Bank Scour Protection shall be paid for at the price per **square yard**, and shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in constructing scour protection improvements on the creek banks above approximately elevation 78' complete in place as specified, including but not limited to furnishing, hauling, and placing riprap as specified, and cleanup.

A - FEES AND PERMITS

The Contractor shall obtain all necessary and required permits for the project. All permits issued by the City Building Department will be issued at no cost to the Contractor; these fees will be paid by an appropriate City department. All other required permits shall be obtained at the Contractor's expense.

The Contractor shall obtain a permit from the State of California Division of Industrial Safety. Attention is directed to Sections 7.14 and 7.15 of these General Conditions.

The Contractor shall obtain a Revocable License from Sonoma County Regional Parks to perform work within the Santa Rosa Creek Trail.

The Contractor shall obtain a Revocable License from the Sonoma County Water Agency prior to performing work within APN 034-110-078. Application information can be obtained from <https://www.sonomawater.org/revocable-license>.

The City has obtained a one-time Discharge Permit, which is included as part of these Special Provisions.

Work within the creek and creek banks is to be performed in accordance with the following environmental permits. Copies of the permits and associated application materials are included as part of these Special Provisions:

1. United States Army Corps of Engineers Nationwide Permit 58 – Utility Line Activity for Water and Other Substances, Preconstruction Notification, USACE File ID SPN-2024-00265, dated February 12, 2026
2. North Coast Regional Water Quality Control Board Section 401 Water Quality Certification, WDID 1B24110WNSO, dated June 16, 2025
3. California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement, EPIMS-SON-51429-R3, dated January 29, 2026

A copy of the above permits shall be readily available at the project site at all times. Copies shall be provided to all persons who will be working on the site including subcontractors, inspectors, and monitors.

Pursuant to Section 21081.6 of the State CEQA Guidelines, mitigation measures listed in the Mitigation Monitoring and Reporting Plan (MMRP) are to be implemented as part of the proposed project. The Contractor's obligations resulting from the mitigation measures have been incorporated into the plans and these specifications. A copy of the MMRP is included as part of these Special Provisions.

[Version: 2/2/15CDA STD2010]



**ONE-TIME DISCHARGE PERMIT
SR-1X09933**

Issued To:

**Andrew Wilt
City of Santa Rosa Public Works
69 Stony Circle
Santa Rosa, CA 95401**

Located At:

Fulton Rd Road (W 3rd to Santa Rosa Creek)

EFFECTIVE DATE: 03/17/2025

EXPIRATION DATE: Notice of Completion Date

CIP Project Name: CIP-IX Fulton Road Sewer Main Improvements West 3rd to Santa Rosa Creek

The contractor to be awarded the City of Santa Rosa Capital Improvement Project (CIP) project referenced above is authorized to discharge any generated non-contaminated groundwater and/or trench water to the City of Santa Rosa's sewer collection system. This discharge will be in accordance with the City of Santa Rosa's Most Current Sewer Code and/or Ordinance, any applicable provisions of federal or state law or regulation, and in accordance with discharge point(s), effluent limitations, monitoring requirements, and other conditions set forth herein.

PERMITTEE SHALL COMPLY WITH ALL ITEMS BELOW:

1. Sediment must be removed prior to any discharge to the sanitary sewer.
2. The permittee shall be responsible for all liability imposed by law for personal injury or property damage caused by work done by permittee under this permit, including work beyond the scope of this permit. If any claim of such liability is made against the City, its officers or employees, permittee shall defend, indemnify and hold them, and each of them, harmless from such claim and liability insofar as permitted by law.
3. The discharge rate to the sanitary sewer shall be at a discharge rate that will not result in any spillage or surcharging of the sewer system.
4. Permit does not cover accumulated stormwater on construction site unless prior approval is granted by City Quality Control Associates and Senior Environmental Specialist.

Environmental Compliance Supervisor:

Marty H. George

Date:

3/14/25



DEPARTMENT OF THE ARMY
SAN FRANCISCO DISTRICT, U.S. ARMY CORPS OF ENGINEERS
450 GOLDEN GATE AVENUE
SAN FRANCISCO, CALIFORNIA 94102

February 12, 2026

Regulatory Division

Subject: File Number SPN-2024-00265

Mr. Justin Witt
Brelje & Race
475 Aviation Blvd, Suite 120
Santa Rosa, California 95403
witt@brce.com

Dear Mr. Witt:

This correspondence is in reference to your submittal of August 9, 2024, on behalf of Mr. Dan Hennessey of the City of Santa Rosa, concerning Department of the Army (DA) authorization for the 819 Fulton Road Sewer Main Improvements, West 3rd Street to Santa Rosa Creek Project located at 819 Fulton Road in the City of Santa Rosa, Sonoma County, California; Latitude 38.4419°, Longitude -122.7698°.

Work within U.S. Army Corps of Engineers (Corps) jurisdiction will include installing approximately 160 feet of eight-inch sewer main below Santa Rosa Creek. An approximately 10-foot-wide trench will be excavated through the existing banks and stream bed. Excavation on the North Bank will include the removal and replacement of approximately 196 cubic yards (CY) of material within the trench. Approximately 178 CY of material will be removed and replaced within the trench on the South Bank. The trenches will be backfilled and compacted to restore the surface to existing grade. To protect the area from scour, approximately 86 CY of rip rap will be placed along 26 linear feet of Santa Rosa Creek. A temporary stream diversion will be installed to work in the wetted area. All work shall be completed in accordance with the plans and drawings titled: "USACE File ID SPN-2024-00265, 819 Fulton Road Sewer Main Improvements, West 3rd Street to Santa Rosa Creek, Santa Rosa, Sonoma County," dated January 28, 2026, in nine sheets, provided as enclosure 1.

Section 404 of the Clean Water Act (CWA) generally regulates the discharge of dredged or fill material below the plane of ordinary high water in non-tidal waters of the United States, below the high tide line in tidal waters of the United States, and within the lateral extent of wetlands adjacent to these waters. Section 10 of the Rivers and Harbors Act (RHA) generally regulates construction of structures and work, including excavation, dredging, and discharges of dredged or fill material occurring below the plane of mean high water in tidal waters of the United States; in former diked baylands currently below mean high water; outside the limits of mean high water but affecting the navigable capacity of tidal waters; or below the plane of ordinary high water in non-tidal waters designated as navigable waters of the United States. Navigable waters of the United States generally include all waters subject to the ebb and flow of the tide; and/or

all waters presently used, or have been used in the past, or may be susceptible for future use to transport interstate or foreign commerce.

Based on a review of the information in your submittal, the project qualifies for authorization under Department of the Army Nationwide Permit (NWP) 58 for Utility Line Activities for Water and Other Substances (86 Fed. Reg. 2744, January 13, 2021), pursuant to Section 404 of the CWA of 1972, as amended (33 U.S.C. § 1344 et seq.). The project must be in compliance with the terms of the NWP, the general conditions of the Nationwide Permit Program, and the San Francisco District regional conditions cited on our website (www.spn.usace.army.mil/Missions/Regulatory/Permitting/Nationwide/). You must also be in compliance with any special conditions specified in this letter for the NWP authorization to remain valid. Non-compliance with any term or condition could result in the revocation of the NWP authorization for your project, thereby requiring you to obtain an Individual Permit from the Corps. This NWP authorization does not obviate the need to obtain other State or local approvals required by law. Upon completion of the project and all associated mitigation requirements, you shall sign and return the Certification of Compliance, enclosure 2, verifying that you have complied with the terms and conditions of the permit.

This verification will remain valid until March 14, 2026, unless the NWP authorization is modified, suspended, or revoked. Activities which have commenced (i.e., are under construction) or are under contract to commence in reliance upon a NWP will remain authorized provided the activity is completed within 12 months of the date of a NWP expiration, modification, or revocation, unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 C.F.R. § 330.4(e) and 33 C.F.R. § 330.5(c) or (d). This verification will remain valid if, during the time period between now and March 14, 2026, the activity complies with any subsequent modification of the NWP authorization. The Chief of Engineers will periodically review NWPs and their conditions and will decide to modify, reissue, or revoke the permits. If a NWP is not modified or reissued within five years of its effective date, it automatically expires and becomes null and void. It is incumbent upon you to remain informed of any changes to the NWPs. Changes to the NWPs would be announced by Public Notice posted on our website (www.spn.usace.army.mil/Missions/Regulatory/Public-Notices.aspx).

You shall comply with all terms and conditions set forth by the “In the Matter of Water Quality Certification for the Fulton Road Sewer Main Improvements West 3rd to Santa Rosa Creek Project,” issued by the North Coast Regional Water Quality Control Board on June 16, 2025 (enclosure 3). You shall consider such conditions to be an integral part of the NWP authorization for your project.

General Condition 18 stipulates that project authorization under a NWP does not allow for the incidental take of any federally-listed species in the absence of a biological opinion (BO) with incidental take provisions. As the principal federal lead agency for this project, the Corps initiated consultation with the National Marine Fisheries Service (NMFS) to address project related impacts to listed species, pursuant to Section 7(a) of the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531 *et seq.* By letter of December 22, 2025, NMFS issued a BO (WCRO-2025-00341), cited in enclosure 4, with an incidental take statement for Central California Coast (CCC) steelhead (*Oncorhynchus mykiss*) Distinct Population Segment (DPS).

In order to ensure compliance with this NWP authorization, the following special conditions shall be implemented:

1. To remain exempt from the prohibitions of Section 9 of the Endangered Species Act, the non-discretionary Terms and Conditions for incidental take of federally-listed Species shall be fully implemented as stipulated in the Biological Opinion titled "Endangered Species Act Section 7(a)(2) Condensed Biological Opinion and Magnuson–Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for the Fulton Road Sewer Main Project, located in Sonoma County, California" (pages 8-9), dated December 22, 2025 (enclosure 4). Project authorization under the NWP is conditional upon compliance with the mandatory terms and conditions associated with incidental take. Failure to comply with the terms and conditions for incidental take, where a take of a federally-listed species occurs, would constitute an unauthorized take and non-compliance with the NWP authorization for your project. The NMFS is, however, the authoritative federal agency for determining compliance with the incidental take statement and for initiating appropriate enforcement actions or penalties under the Endangered Species Act.
2. Incidents where any individuals of fish listed by NOAA Fisheries under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the United States or structures or work in navigable waters of the United States authorized by this NWP shall be reported to NOAA Fisheries, Office of Protected Resources at (301) 713-1401 and the Regulatory Office of the San Francisco District of the U.S. Army Corps of Engineers at (415) 503-6795. The finder should leave the plant or animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure, or some unnatural

cause. The finder may be asked to carry out instructions provided by NOAA Fisheries, Office of Protected Resources, to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

3. To minimize potential impacts to cultural resources, you shall contact and work with FIGR to establish a Tribal Monitoring Agreement. A copy of this agreement, signed by both you and FIGR, shall be mailed to the Corps prior to the start of any ground disturbing activities. You shall comply with all conditions of the Tribal Monitoring Agreement, and the agreement shall be incorporated by reference into this permit.
4. Should any buried archaeological materials be uncovered during project activities, such activities shall cease within 100 feet of the find. Prehistoric archaeological indicators include: obsidian and chert flakes, and chipped stone tools; bedrock outcrops and boulders with mortar cups; ground stone implements (grinding slabs, mortars, and pestles) and locally darkened midden soils containing some of the previously listed items plus fragments of bone and fire affected stones. Historic period site indicators generally include: fragments of glass, ceramic, and metal objects; milled and split lumber; and structure and feature remains such as building foundations, privy pits, wells and dumps, and old trails. The Corps and Hector Garcia or Buffy McQuillen of FIGR shall be notified of the discovery and a professional archaeologist shall be retained by the permittee to evaluate the find and recommend appropriate mitigation measures. Proposed mitigation measures shall be submitted to the Corps for approval, and project-related activities shall not resume within 100 feet of the find until all approved mitigation measures have been completed to the satisfaction of the Corps.
5. The permittee shall arrange for a tribal representative or qualified archaeologist to conduct a cultural sensitivity training for all employees who will be working at the site. If additional employees are hired for the project, the permittee shall contact the archaeologist or tribal representative one week prior to these employees first day at the project site to arrange additional cultural sensitivity training for the new employees. Cultural sensitivity training shall include information on how to identify cultural resources and high-sensitivity soils and the appropriate protocol for stopping work within 100 feet of the find and notifying the Corps, a qualified archaeologist, and the appropriate tribal representative.

You may refer any questions on this matter to me by telephone at 415-503-6832 or by e-mail at Kendra.A.Spicher@usace.army.mil. All correspondence should be addressed to the Regulatory Division, North Branch, referencing the file number at the head of this letter.

The San Francisco District is committed to improving service to our customers. The Regulatory staff seeks to achieve the goals of the Regulatory Program in an efficient and cooperative manner while preserving and protecting our nation's aquatic resources. If you would like to provide comments on our Regulatory Program, please complete the Customer Service Survey Form available on our website:
www.sfn.usace.army.mil/Missions/Regulatory.aspx.

Sincerely,

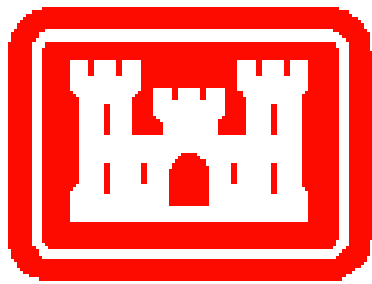


Kendra Spicher
Regulatory Project Manager
North Branch

Enclosures

cc:

City of Santa Rosa, Dan Hennessey, AWilt@srcity.org
CA RWQCB, Kaete King, kaete.king@waterboards.ca.gov
NMFS, Joshua Fuller, Joshua.fuller@noaa.gov
FIGR, Hector Garcia, hgarcia@gratonrancheria.com
Buffy McQuillen, bmcquillen@gratonrancheria.com



U.S. Army Corps
of Engineers
San Francisco District
Regulatory Division

USACE File ID: SPN-2024-00265
819 Fulton Road Sewer Main Improvements,
West 3rd Street to Santa Rosa Creek
Santa Rosa, Sonoma County
January 28, 2026

Enclosure 1

9 Sheets



CITY OF SANTA ROSA

IMPROVEMENT PLANS FOR

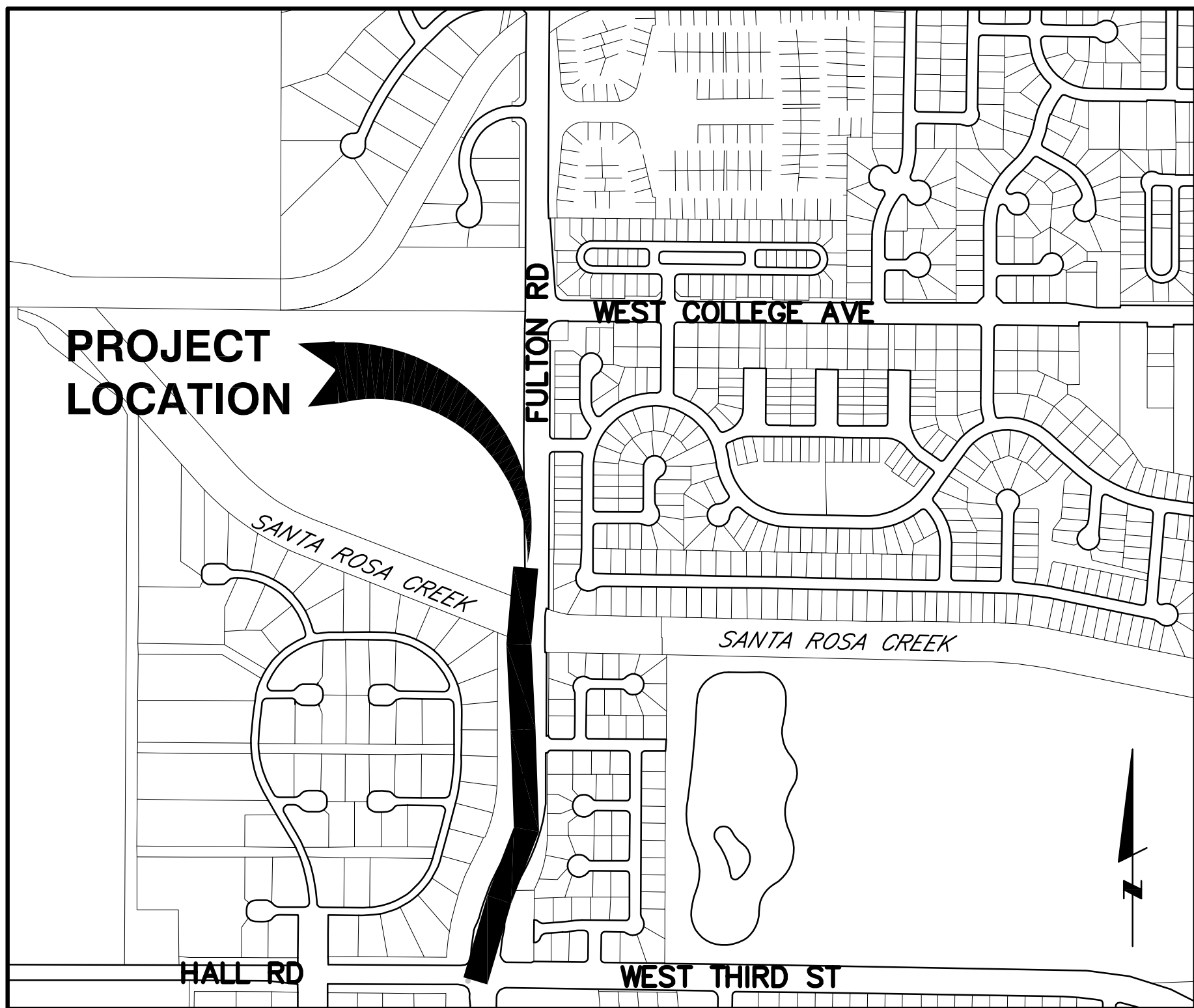
SOUTH FULTON ROAD TRUNK SEWER ABANDONMENT AND COLLECTOR SEWER MAIN INSTALLATION WEST 3RD STREET TO SANTA ROSA CREEK

CONTRACT NO. C02117

APRIL 2020



CALIFORNIA STATE MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

INDEX OF SHEETS

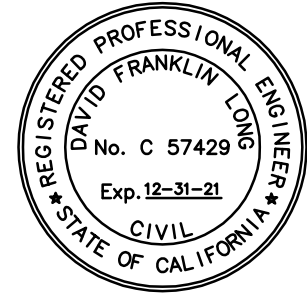
SHEET NO.	DESCRIPTION
1	COVER
2	ABBREVIATIONS, LEGEND & NOTES
3	SHEET LAYOUT & SURVEY CONTROL
4	SEWER ABANDONMENT PLAN
5	UTILITY PLAN & PROFILE STA.1+00–STA.2+00
6	UTILITY PLAN & PROFILE STA.2+00–STA.4+00
7	UTILITY PLAN & PROFILE STA.4+00–STA.6+00
8	UTILITY PLAN & PROFILE STA.6+00–STA.7+50
9	DETAILS

PRELIMINARY 75%
MAY XX, 2020

BEFORE EXCAVATING
CALL U.S.A. NORTH
UNDERGROUND SERVICE ALERT
811
TWO WORKING DAYS BEFORE ALL
PLANNED WORK OPERATIONS

FINAL PAY ITEM(S)
BID ITEM(S) NAME AND QUANTITY

Brelje & Race
CONSULTING ENGINEERS
475 Addison Blvd. • Suite 120 • Santa Rosa, CA 95403 • 707-576-1322
www.brelje.com



DESIGN/CONST	DATE	SIGNATURE	DEPT	BY	REVISION	DATE	NO.
Survey							
TPW Field Svc's							
Utilities Op's							
Traffic							
Storm Water							

SCALE: AS SHOWN	DATE: JANUARY 2020	CHK BY: DFL
DWN BY: JLP	APPROVED: Deputy Director – Engineering	
By: Lori Urbaneck		Date: _____

City of Santa Rosa SOUTH FULTON RD SEWER IMPROVEMENTS WEST 3RD ST TO SANTA ROSA CREEK	COVER
CONTRACT NO. C02117	
SHEET 1 OF 9	
FILE NO. 20XX-XXXX	

AC	AGGREGATE BASE	MIN	MINIMUM
AC	ASPHALT CONCRETE	MISC	MISCELLANEOUS
ACP	ASBESTOS CEMENT PIPE	MJ	MECHANICAL JOINT
AD	ALGEBRAIC DIFFERENCE	MSL	MEAN SEA LEVEL
ADA	AMERICANS WITH DISABILITIES ACT	N	NORTH
ADPT	ADAPTER	NO.	NUMBER
AGG	AGGREGATE	NA	NOT APPLICABLE
ALUM	ALUMINUM	NOT IN CONTRACT	NOT IN CONTRACT
AP	ANGLE POINT	NIC	NATIONAL PIPE THREAD
APN	ASSESSORS PARCEL NUMBER	OC	ON CENTER
APPROX	APPROXIMATE	OD	OUTSIDE DIAMETER
ARV	AIR RELEASE VALVE	OVERHEAD	OVERHEAD
AVE	AVENUE	OZ	OUNCE
BC	BEGIN HORIZONTAL CURVE	PA	PLANTER AREA
BLDG	BUILDING	PC	POINT OF CURVATURE
BOLD	BOULEVARD	PCP	POINT OF COMPOUND CURVATURE
BM	BENCHMARK	PCC	PORTLAND CEMENT CONCRETE
BO	BLOWOFF	PD	PLANTER DRAIN
BV	BUTTERFLY VALVE	PE	PLAIN END
BVC	BEGIN VERTICAL CURVE	PE	PAD GRADE
CB	BACK OF SIDEWALK	PIV	POST INDICATOR VALVE
BT	BOTTOM OF TAPER	PL	PROPERTY LINE
B&R	BRELJE & RACE	RN	PAVING NOTCH
CAV	COMBINATION AIR AND	PO	POINT OF CONNECTION
	CATCH RELEASE VALVE	POS	POINT OF CURVE
CB	CATCH BASIN	POS	PRIVATE OPEN SPACE
CBC	CALIFORNIA BUILDING CODE	PT	POINT ON TANGENT
CD	CONTROLLED DENSITY FILL	PP	POWER POLE
CHK	CHECK	PR	POINT OF REVERSE CURVATURE
CIPP	CAST-IN-PLACE PIPE	PRV	PRESSURE REDUCING VALVE
C	CENTERLINE	PSI	POUND PER SQUARE INCH
CL	CENTERLINE	PSV	PRESSURE SUSTAINING VALVE
CL	CLASS	PT	POINT OF TANGENCY
CLR	CLEAR	PUE	PUBLIC UTILITY EASEMENT
CMP	CORRUGATED METAL PIPE	PVC	POLYVINYL CHLORIDE
CPMA	CORRUGATED METAL PIPE ARCH	PVI	POINT OF VERTICAL INTERSECTION
CO	CLEANOUT	PVMT	PAVEMENT
COAX	COAXIAL CABLE	PWB	PUBLIC WATER EASEMENT
CONC	CONCRETE	R	RADIUS
COND	CONDUIT	RAW	RAW WATER
COTG	CLEANOUT TO GRADE	RC	RELATIVE COMPACTION
C	C POINT	RCB	REINFORCED CONCRETE BOX
CPLG	COUPLING	RCP	REINFORCED CONCRETE PIPE
CR	CURB RETURN	R	ROAD
CSP	CORRUGATED STEEL PIPE	RD	ROOF DRAIN
CTR	CENTER	RED	REDUCED
CY	CUBIC YARDS	RPBP	REDUCED PRESSURE
C/C	CENTER TO CENTER		BACKFLOW PREVENTER
C&G	CURB AND GUTTER	RSC	REMOTE SUPERVISORY CONTROL
DBL	DOUBLE	RT	RIGHT
DDC	DOUBLE CHECK DETECTOR CHECK	RT	RIGHT TIGHT
D	DOUBLE DETECTOR CHECK	RW	RECYCLED WATER
DI	DETROIT	RWL	RAIN WATER LEADER
DET	DROP INLET	R/W	RIGHT OF WAY
DIA	DIAMETER	S	SOUTH
DIP	DUCTILE IRON PIPE	S	SLOPE
D	DOWNSPOUT	S.A.D.	SEE ARCHITECTURAL DRAWINGS
DS	DOWNSTREAM	SCADA	SUPERVISORY CONTROL AND DATA ACQUISITION
DWG	DRAWING	SCD	SCHEDULE
D/W	DRIVEWAY	SD	STORM DRAIN
E	EAST	SDCB	STORM DRAIN CATCH BASIN
EC	END HORIZONTAL CURVE	SDI	STORM DRAIN CLEANOUT
ECC	EQUILIBRIUM	SDI	STORM DRAIN DROP INLET
EFFL	EFFLUENT (SEWER)	SDE	STORM DRAIN EASEMENT
EG	EXISTING GROUND	SDMH	STORM DRAIN MANHOLE
EL	ELEVATION	SE	SEWER EASEMENT
ELEC	ELECTRICAL	S.E.D.	SEE ELECTRICAL DRAWINGS
ELL	ELBOW	SF	SQUARE FEET
EP	EDGE OF PAVEMENT	SG	SUBGRADE
ESMT	EASEMENT	SG	SEE LANDSCAPE DRAWINGS
EVC	END VERTICAL CURVE	SO	SLIP ON FLANGE
EW	EACH WAY	SO	SIDE OPENING (SD)
EX	EXISTING	S.P.D.	SEE PLUMBING DRAWINGS
EXIST	EXISTING	SPEC	SPECIFICATION
FC	FACE OF CURB	STAINLESS STEEL	STAINLESS STEEL
FCA	FLANGED COUPLING ADAPTER	SS	SANITARY SEWER
FD	PIPE FLANGEMENT CONNECTION	SSCO	SANITARY SEWER CLEANOUT
FES	FLARED END SECTION	S.S.D.	SEE STRUCTURAL DRAWINGS
FF	FINISHED FLOOR	SSMH	SANITARY SEWER MANHOLE
FG	FINISHED GRADE	ST	STREET
FH	FIRE HYDRANT	STA	STATION
F	FLOWLINE	STD	STANDARD
FL	FLOWLINE	STL	STEEL
FLG	FLANGE	SVC	SERVICE
FLSD	FLOWLINE OF PIPE OPENING	SW	SIDEWALK EASEMENT
FLEX	FLEXIBLE	SY	SQUARE YARDS
FM	FORCE MAIN (PRESSURE)	S/W	SIDEWALK
FRP	FIBERGLASS REINFORCED PLASTIC	TANGENT	TANGENT
FT	FEET	TB	TOP OF BOX
FTG	FOOTING	TC	TOP OF CURB
GALV	GALVANIZED	TCE	TEMPORARY CONSTRUCTION EASEMENT
GB	GRADE BREAK	TD	TOP OF DIKE
GPM	GALLONS PER MINUTE	TEL	TELEPHONE
GRD	GROUNDER	TEMP	TEMPORARY
GSP	GALVANIZED STEEL PIPE	TF	TOP OF FOUNDATION
GV	GAS VALVE	TH	TOP OF GRATE
HB	GATE VALVE	THD	THREADED
HD	HOSE BIBB	TS	TOP OF SLAB
HB	HEADER BOARD	TP	TOP OF TAPER
HDC	HOT DIPPED GALVANIZED	TW	TOP OF WALL
HDPE	HIGH DENSITY POLYETHYLENE	TYF	TYPICAL
HP	HIGH POINT	UFFG	UNDER FLOOR FINISHED GRADE
HPS	HIGH PRESSURE GAS	UNLESS NOTED OTHERWISE	UNLESS NOTED OTHERWISE
HWY	HIGHWAY	VC	VERTICAL CURVE
ICV	IRRIGATION CONTROL VALVE	W	WEST
ID	INSIDE DIAMETER	W	WATER
IN	IRON PIPE	WM	WATER METER
IPS	IRON PIPE SIZE	WN	WELD NECK FLANGE
IRR	IRRIGATION	WS	WATER SERVICE
ISA	INTERNATIONAL SYMBOL OF ACCESSIBILITY	WT	WEIGHT
JP	JOINT POLE	WV	WATER VALVE
JT	JOINT TRENCH		
L	ARC LENGTH		
L	LENGTH		
LF	LINEAL FEET		
LG	LEG OF GARAGE	'	SECONDS
LG	LEG OF GUTTER	Δ	DELTA
LP	LOW POINT	&	AND
L	LEFT	Ø	Ø
MAX	MAXIMUM	#	NUMBER
MBGR			

LINES		
EXISTING BOUNDARY	----	
EXISTING PARCEL	=====	
CENTER	-----	
EASEMENT	-----	
UTILITY & TOPOGRAPHY		
	EXISTING	PROPOSED
DROP INLET		
DROP INLET WITH SIDE OPENINGS		
STORM DRAIN, MANHOLE & CATCH BASIN		
SEWER MAIN, MANHOLE & CLEAN OUT		
SEWER LATERAL & CLEANOUT		
IRRIGATION CONTROL VALVE BOX & SERVICE		
FIRE HYDRANT & SERVICE ASSEMBLY		
WATER MAIN, GATE VALVE, CROSS & ELBOW		
WATER MAIN, BLOWOFF, TEE, GATE VALVE, CROSS & BEND		
SINGLE WATER SERVICE (SEE PLANS FOR SIZE)		
DUAL WATER SERVICE (SEE PLANS FOR SIZE)		
TEMPORARY BLOWOFF, REDUCER & TIE-IN		
END CAP OR PLUG		
GAS MAIN, VALVE & SERVICE		
ELECTRICAL MANHOLE		
TELEPHONE MANHOLE		
PACIFIC BELL TELEPHONE PULL BOX/VAULT		
ELECTRICAL CONDUIT & BOX		
STREET LIGHT CONDUIT & BOX		
STREET LIGHT		
TRAFFIC SIGNAL		
TRAFFIC SIGNAL PULL BOX		
JOINT POLE & GUY ANCHOR		
OVERHEAD UTILITY		
STREET ADDRESS		
STREET SIGN		
FENCE		
PARKING METER		
SURVEY CONTROL POINT		
SURVEY MONUMENT		
AC DIKE		
CURB & GUTTER		
TREE PROTECTION		
ABANDON EXISTING UTILITY		
TREE TO BE SAVED/PROTECTED		
TREE TO BE REMOVED		

1. ALL WORKMANSHIP, MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY OF SANTA ROSA STANDARD PLANS, THE CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, THE SPECIAL PROVISIONS FOR THIS PROJECT AND THE STATE STANDARD SPECIFICATIONS AND STANDARD PLANS. THE CONTRACTOR IS RESPONSIBLE FOR UNDERSTANDING ALL STANDARDS PERTAINING TO THIS PROJECT.
2. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (USA) AT 1-800-227-2600 NO LESS THAN 2 WORKING DAYS PRIOR TO ANY EXCAVATION FOR MARK OUTS OF EXISTING UNDERGROUND FACILITIES IN ACCORDANCE WITH SECTION 8-1.10 OF THE SPECIAL PROVISIONS.
3. THE LOCATIONS OF UNDERGROUND UTILITIES AND OTHER OBSTACLES SHOWN ON THE PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL POTHOLE AND DETERMINE THE EXACT LOCATION OF ALL POTENTIAL CONFLICTS IN ACCORDANCE WITH U.S.A. LAWS AND THESE SPECIAL PROVISIONS AND THE STANDARD SPECIFICATIONS. IF ANY UNMARKED UTILITIES ARE ENCOUNTERED, OR IF UNABLE TO LOCATE A MARKED UTILITY AFTER POT HOLING, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OF THAT UTILITY AND THE CITY ENGINEER.
4. ALL SEWER MANHOLES, MAINLINE CLEANOUTS AND WATER VALVES THAT ARE ON ACTIVE SYSTEMS SHALL BE ACCESSIBLE TO CITY PERSONNEL AT ALL TIMES AND SHALL BE BROUGHT TO GRADE WITHIN 48 HOURS OF PAVING.
5. THE CONTRACTOR SHALL PROTECT AND PRESERVE CITY MONUMENTS. THE CONTRACTOR SHALL COORDINATE WITH THE CITY ENGINEER 10 WORKING DAYS IN ADVANCE FOR REFERENCING OF EXISTING MONUMENTS TO BE DISTURBED. THE CONTRACTOR SHALL RECONSTRUCT DISTURBED MONUMENTS IN ACCORDANCE WITH CITY STANDARD 280.
6. OVERHEAD UTILITY SERVICE DROPS ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL INVESTIGATE THE SITE AND BE AWARE OF LIMITED CLEARANCES UNDER OVERHEAD UTILITY LINES AND LOW HANGING TREE BRANCHES. THE CONTRACTOR'S TRUCKS AND EXCAVATION EQUIPMENT SHALL BE SIZED SO THAT OVERHEAD WIRES AND TREE BRANCHES ARE NOT DAMAGED.
7. ALL EXCAVATED MATERIAL SHALL BE DISPOSED OF AS GENERATED AND AT NO TIME SHALL THE CONTRACTOR PLACE EXCAVATED MATERIAL AT THE WORK SITE.
8. THE CONTRACTOR SHALL ONLY REMOVE EXISTING TREES OR SHRUBS AS NOTED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
9. FOR CLARITY OF EXISTING SUBSURFACE CONDITIONS, NOT ALL CROSSWALKS, STOP BARS, OR EXISTING PAVEMENT MARKINGS ARE SHOWN ON THE PLANS. TRAFFIC STRIPES, RAISED PAVEMENT MARKERS AND PAVEMENT MARKINGS DAMAGED DUE TO THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED PER CITY OF SANTA ROSA TRAFFIC STANDARDS PART III PAVEMENT MARKINGS. PATCHING OF DAMAGED MARKINGS WILL NOT BE ALLOWED WITHOUT PRIOR APPROVAL FROM ENGINEERING. ALL DAMAGED RAISED PAVEMENT (NON-REFLECTIVE) MARKERS MUST BE CERAMIC.

75% SUBMITTAL

[illegible]

SCALE: AS SHOWN	DATE: APRIL 2020
DWN BY: DDS	CHK BY: DFL

APPROVED: *Deputy Director – Engineering*

By _____ Lori Urbanek _____ Date _____

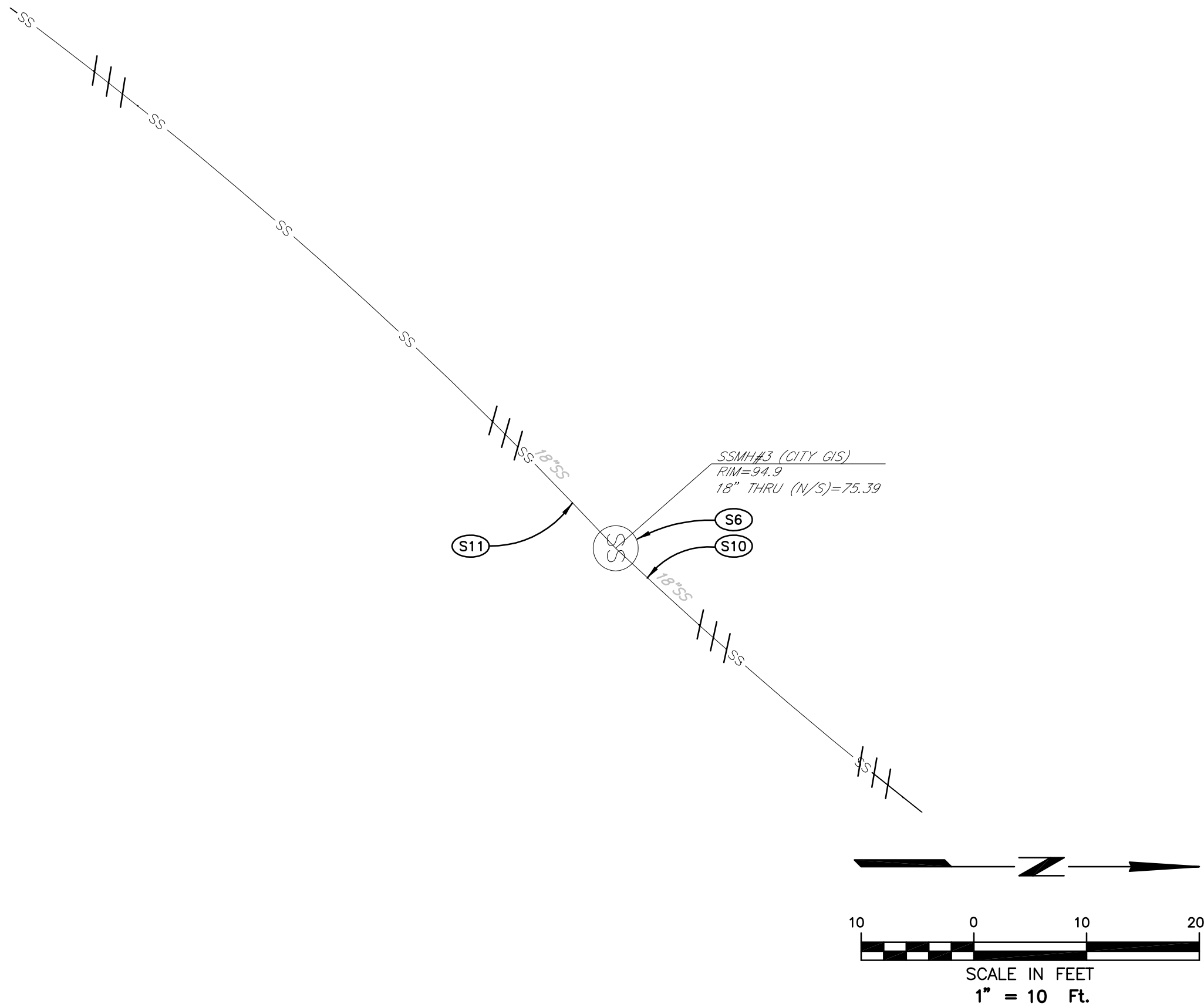
City of Santa Rosa S FULTON RD TRUNK SEWER ABANDONMENT & COLLECTOR SEWER MAIN INSTALLATION		ABBREVIATIONS, LEGEND & NOTES
CONTRACT NO. C02117		
SHEET	2 OF 9	
FILE NO. 20XX-XXXX		



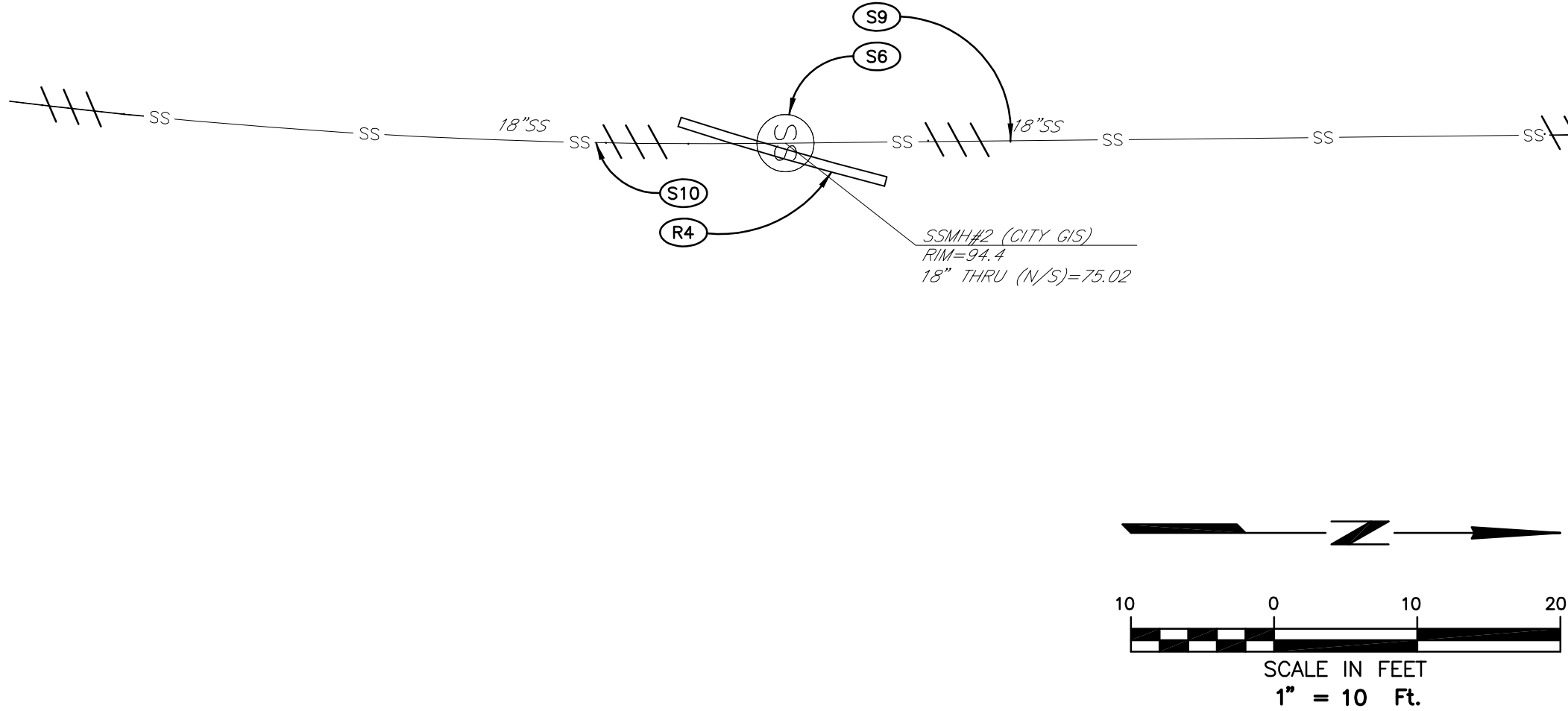
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CONTRACT NO. C02117
SHEET 3 OF 9
FILE NO. 20XX-XXXX

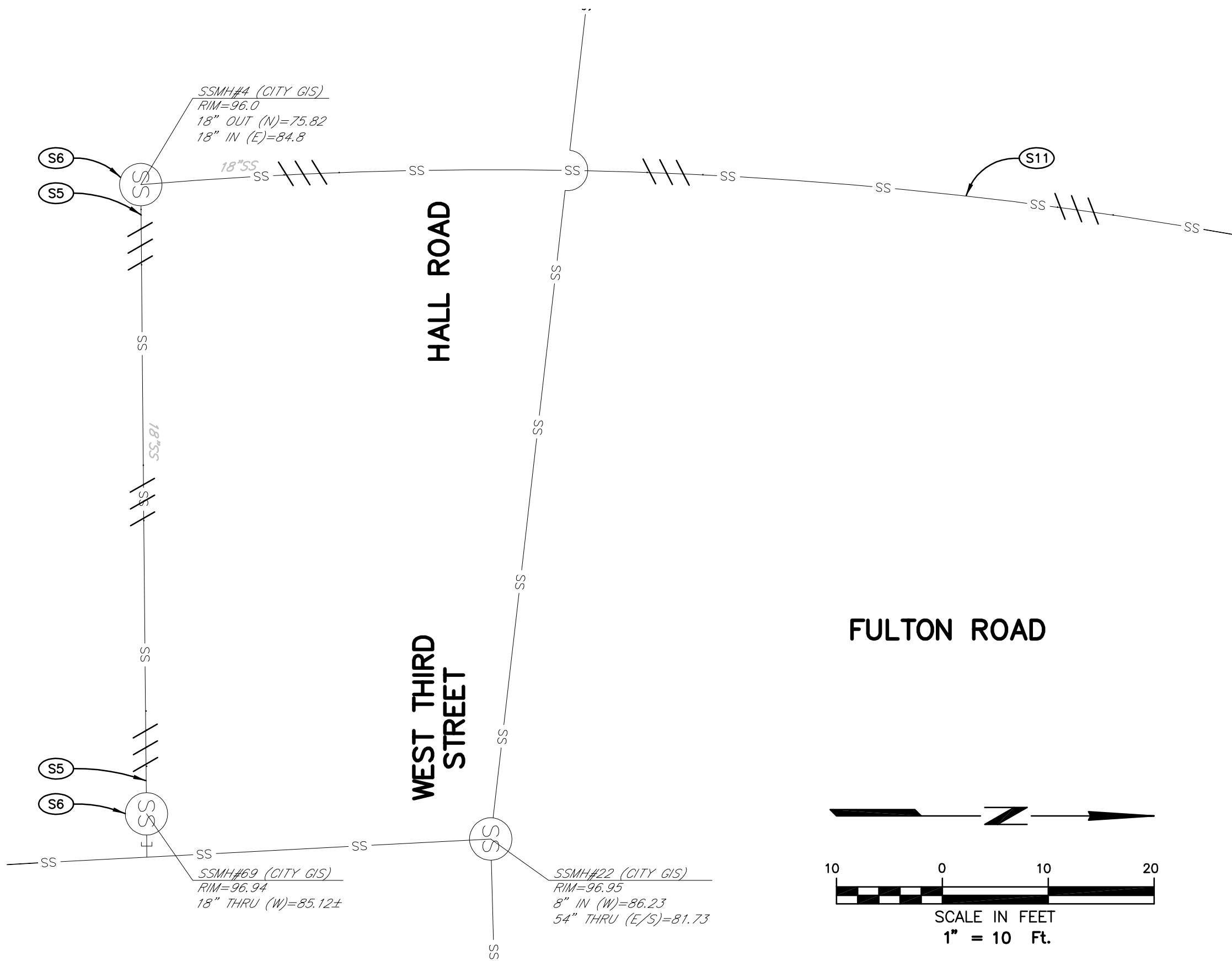
SEE ABOVE RIGHT



ABANDONMENT AT SSMH#3



ABANDONMENT AT SSMH#2



ABANDONMENT AT W 3RD STREET

SEE SHEET 5

SEE BELOW LEFT

SHEET NOTES

(ONLY NOTES RELEVANT TO THIS SHEET ARE SHOWN)

- (S5) PLUG EXISTING SANITARY SEWER MAIN AND ABANDON PER ABANDONMENT DETAILS SHEET 9.
- (S6) ABANDON EXISTING SANITARY SEWER MANHOLE PER ABANDONMENT DETAILS SHEET 9.
- (S9) PLUG AND ABANDON APPROXIMATELY 400 LF OF EXISTING SANITARY SEWER MAIN BETWEEN MANHOLES SSMH#1 AND SSMH#2 PER ABANDONMENT DETAILS SHEET 9.
- (S10) PLUG AND ABANDON APPROXIMATELY 310 LF OF EXISTING SANITARY SEWER MAIN BETWEEN MANHOLES SSMH#2 AND SSMH#3 PER ABANDONMENT DETAILS SHEET 9.
- (S11) PLUG AND ABANDON APPROXIMATELY 363 LF OF EXISTING SANITARY SEWER MAIN BETWEEN MANHOLES SSMH#3 AND SSMH#4 PER ABANDONMENT DETAILS SHEET 9.
- (R4) INSTALL APPROX. 15 LF OF TYPE A STREET MEDIAN CURB PER CITY STD 242.

PRELIMINARY
FOR STUDY PURPOSES ONLY
DATE 04-10-20

75% SUBMITTAL

REGISTERED PROFESSIONAL ENGINEER
DAVID FRANKLIN LONG
No. C 57429
Exp. 12-31-21
CIVIL
STATE OF CALIFORNIA

City of Santa Rosa
Brelje & Race
CONSULTING ENGINEERS
1000 PARKER BLVD., SUITE 1201 SANTA ROSA, CA 95405 707.531.4322
www.breljeandrace.com

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DATE: APRIL 2020
CHK BY: DFL

APPROVED: Deputy Director – Engineering
By Lori Urbonek Date

City of Santa Rosa
S FULTON RD TRUNK SEWER ABANDONMENT
& COLLECTOR SEWER MAIN INSTALLATION

SEWER ABANDONMENT
PLAN

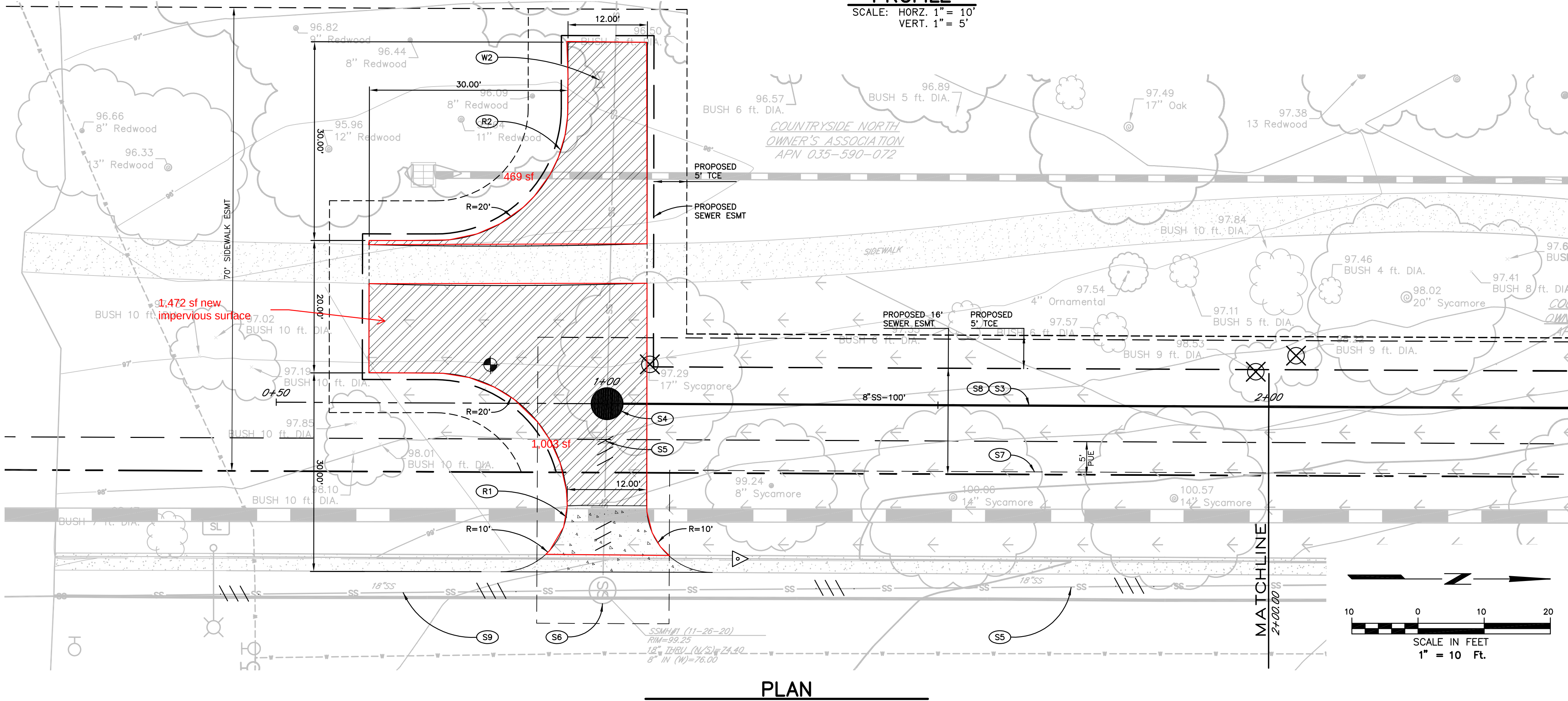
CONTRACT NO.
C02117

SHEET 4 OF 9

FILE NO. 20XX-XXXX

SEE SHEET 4

SEE SHEET 6



SHEET NOTES

(ONLY NOTES RELEVANT TO THIS SHEET ARE SHOWN)

- (S3) INSTALL 8" SANITARY SEWER MAIN PER CITY STDs.
- (S4) INSTALL 48" SANITARY SEWER MANHOLE PER CITY STD 500.
- (S5) PLUG EXISTING SANITARY SEWER MAIN AND ABANDON PER ABANDONMENT DETAILS SHEET 9.
- (S6) ABANDON EXISTING SANITARY SEWER MANHOLE PER ABANDONMENT DETAILS SHEET 9.
- (S7) LIMITS OF DISTURBED GROUND.
- (S8) SUPPORT TRENCH WITH POSITIVE SHORING SYSTEM WHERE TRENCH DEPTHS EXCEED X FEET.
- (S9) PLUG AND ABANDON APPROXIMATELY 400 LF OF EXISTING SANITARY SEWER MAIN BETWEEN MANHOLES SSMH#1 AND SSMH#2 PER ABANDONMENT DETAILS SHEET 9.
- (R1) CONSTRUCT CONCRETE DRIVEWAY APRON PER CITY STD 250C.
- (R2) CONSTRUCT AC HAMMERHEAD TURN AROUND PER AC PAVING DETAIL SHEET 9. PAVING TO MATCH EXISTING GRADE AT SIDEWALK. EXISTING SIDEWALK TO REMAIN.
- (W2) RELOCATE EXISTING IRRIGATION VALVE, AS REQUIRED.

LEGEND

- TREE TO BE REMOVED
- APPROX GEOTECHNICAL BORING LOCATION
- APPROX GROUNDWATER DEPTH AT TIME OF DRILLING (6/22/2020)

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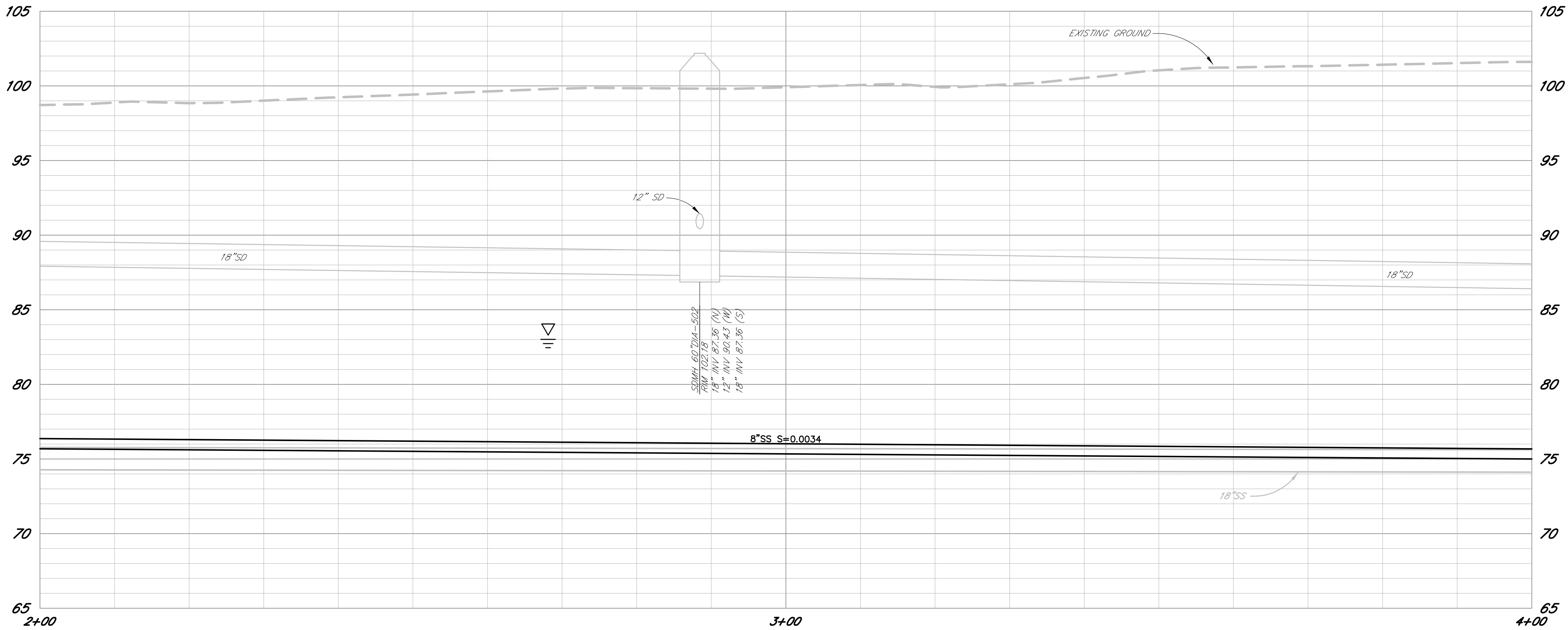
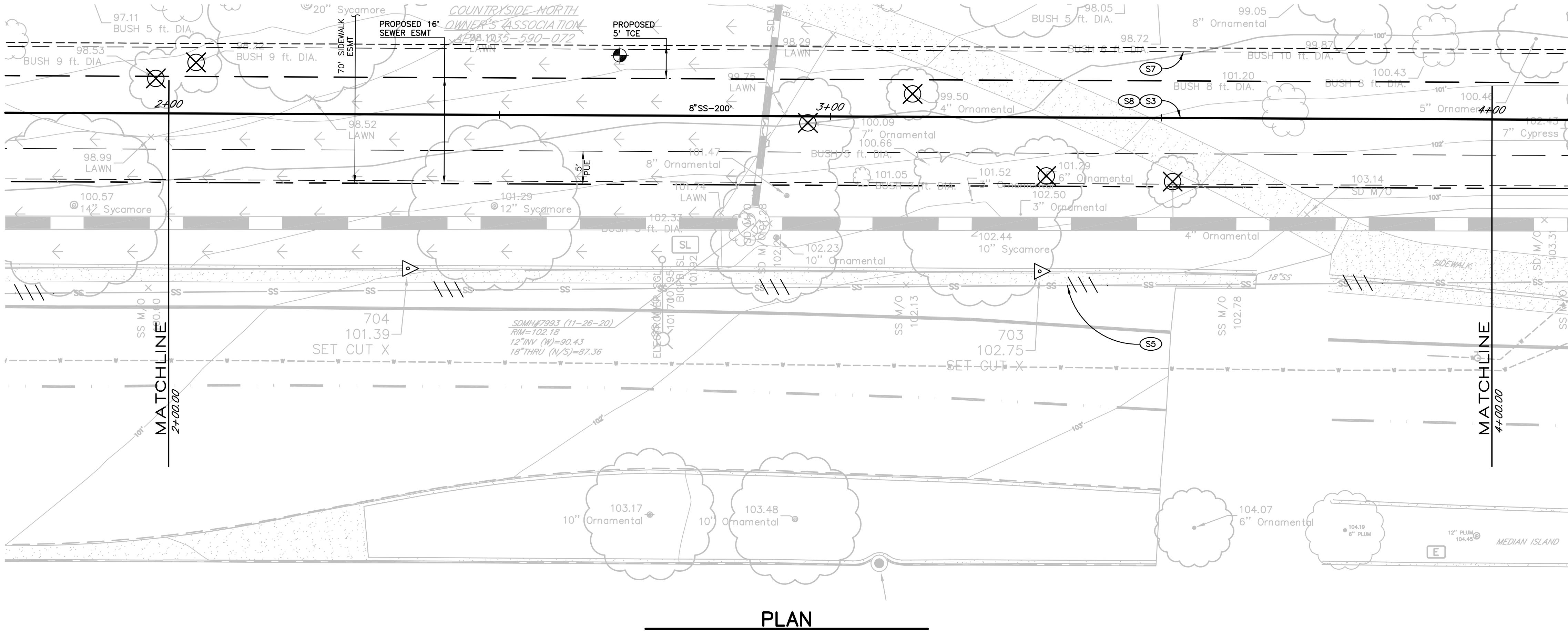
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DATE: APRIL 2020
DWN BY: DS
CHK BY: DFL
APPROVED: Deputy Director - Engineering
By Lori Urbaneck Date

City of Santa Rosa
**S FULTON RD TRUNK SEWER ABANDONMENT
& COLLECTOR SEWER MAIN INSTALLATION**
UTILITY PLAN & PROFILE
STA.1+00-STA.2+00

CONTRACT NO.
C02117
SHEET 5 OF 9
FILE NO. 20XX-XXXX

SEE SHEET 5

SEE SHEET 5



SCALE: HORZ. 1" = 10'
VERT. 1" = 5'

SHEET NOTES

(ONLY NOTES RELEVANT TO THIS SHEET ARE SHOWN)

- (S3) INSTALL 8" SANITARY SEWER MAIN PER CITY STDs.
- (S5) PLUG EXISTING SANITARY SEWER MAIN AND ABANDON PER ABANDONMENT DETAILS SHEET 9.
- (S7) LIMITS OF DISTURBED GROUND.
- (S8) SUPPORT TRENCH WITH POSITIVE SHORING SYSTEM WHERE TRENCH DEPTHS EXCEED X FEET.

LEGEND

- TREE TO BE REMOVED
- APPROX GEOTECHNICAL BORING LOCATION
- APPROX GROUNDWATER DEPTH AT TIME OF DRILLING (6/22/2020)

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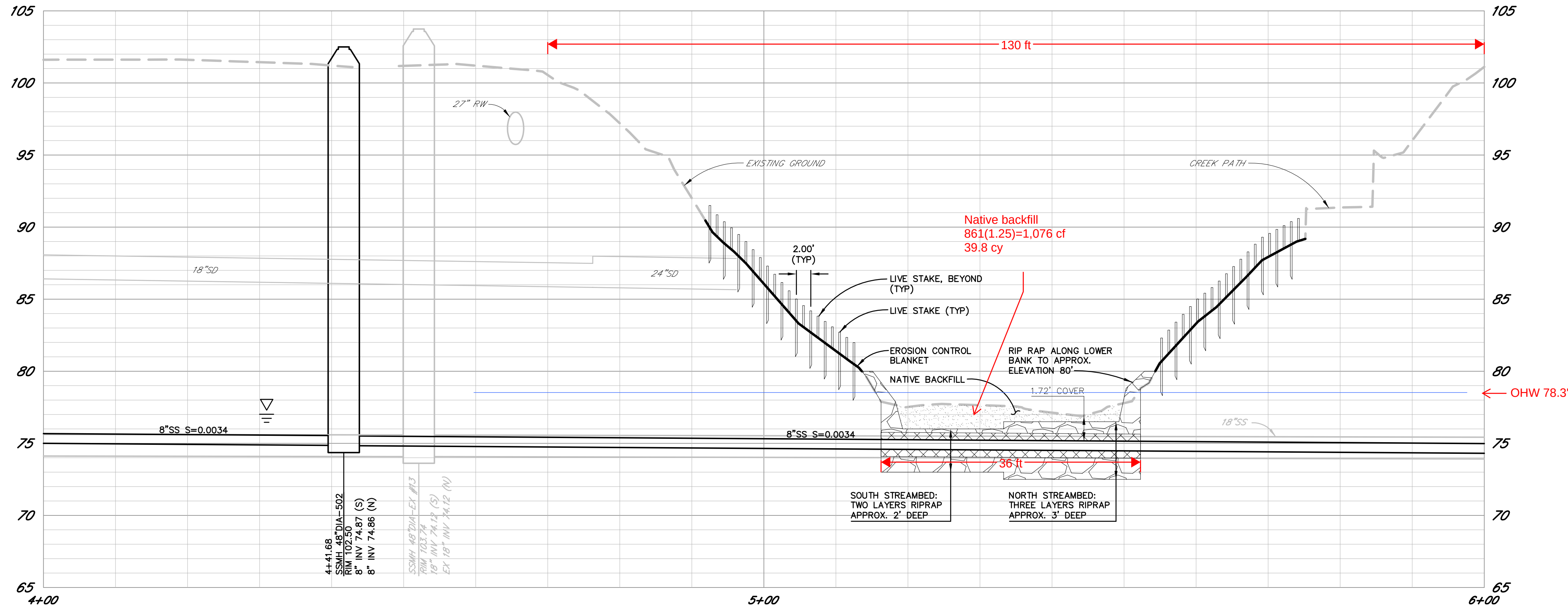
NO.	DATE	REVISION	BY

SCALE: AS SHOWN	DATE: APRIL 2020
DWN BY: DS	CHK BY: DFL
APPROVED: Deputy Director - Engineering	
By _____	Date _____
Lori Urbaneck	

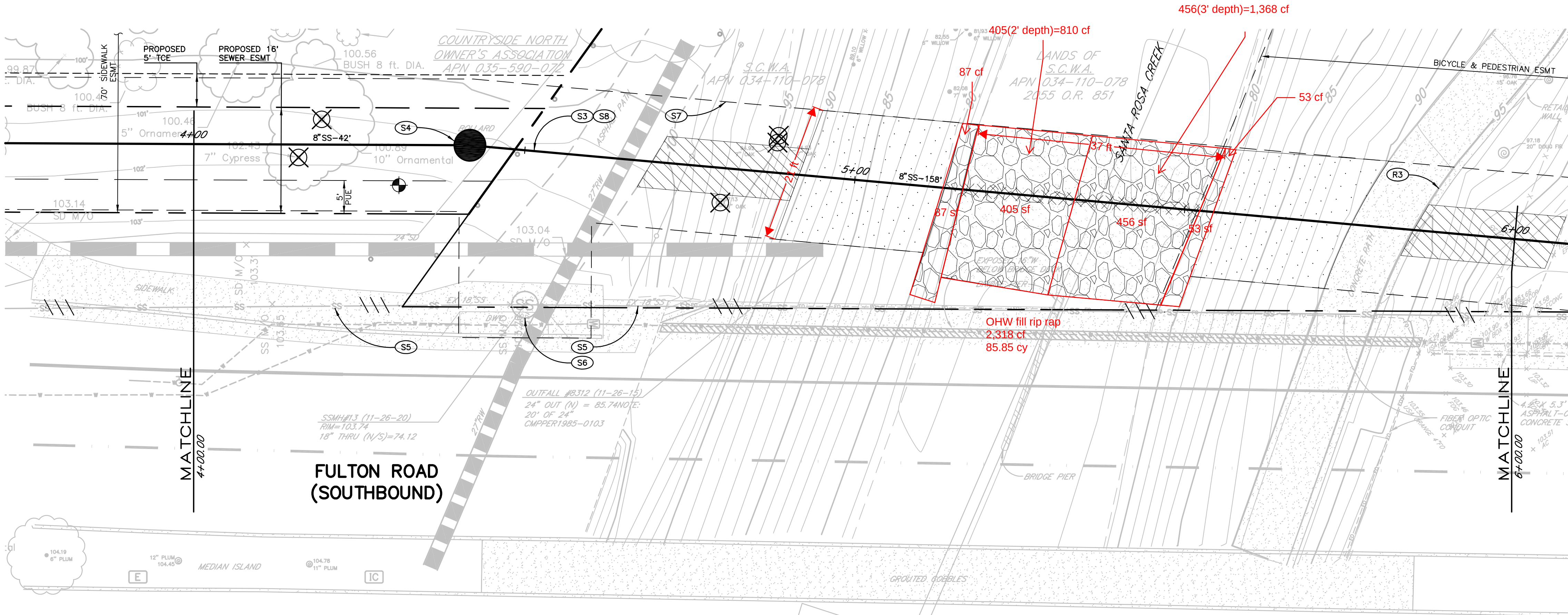
City of Santa Rosa S FULTON RD TRUNK SEWER ABANDONMENT & COLLECTOR SEWER MAIN INSTALLATION	CONTRACT NO. C02117
UTILITY PLAN & PROFILE STA.2+00-STA.4+00	SHEET 6 OF 9
FILE NO. 20XX-XXXX	

SEE SHEET 6

SEE SHEET 6



PROFILE
SCALE: HORZ. 1" = 10'
VERT. 1" = 5'



PLAN

SHEET NOTES

(ONLY NOTES RELEVANT TO THIS SHEET ARE SHOWN)

- (S3) INSTALL 8" SANITARY SEWER MAIN PER CITY STDs.
- (S4) INSTALL 48" SANITARY SEWER MANHOLE PER CITY STD 500.
- (S5) PLUG EXISTING SANITARY SEWER MAIN AND ABANDON PER ABANDONMENT DETAILS SHEET 9.
- (S6) ABANDON EXISTING SANITARY SEWER MANHOLE PER ABANDONMENT DETAILS SHEET 9.
- (S7) LIMITS OF DISTURBED GROUND.
- (S8) SUPPORT TRENCH WITH POSITIVE SHORING SYSTEM WHERE TRENCH DEPTHS EXCEED X FEET.
- (R3) REMOVE EX RETAINING WALL AS REQUIRED AND REPLACE IN ACCORDANCE WITH THE SPECIFICATIONS.

LEGEND

- TREE TO BE REMOVED
- APPROX GEOTECHNICAL BORING LOCATION
- APPROX GROUNDWATER DEPTH AT TIME OF DRILLING (6/22/2020)
- STANDARD TRENCH BACKFILL PER CITY STD 215
- EROSION CONTROL BLANKET AND LIVE STAKING IN ACCORDANCE WITH SLOPE PROTECTION SPECIFICATIONS
- CONCRETE PIPE ENCASEMENT PER DETAIL SHEET 9
- NATIVE BACKFILL IN ACCORDANCE WITH CREEK SCOUR PROTECTION SPECIFICATIONS
- RIPRAP IN ACCORDANCE WITH CREEK SCOUR PROTECTION SPECIFICATIONS

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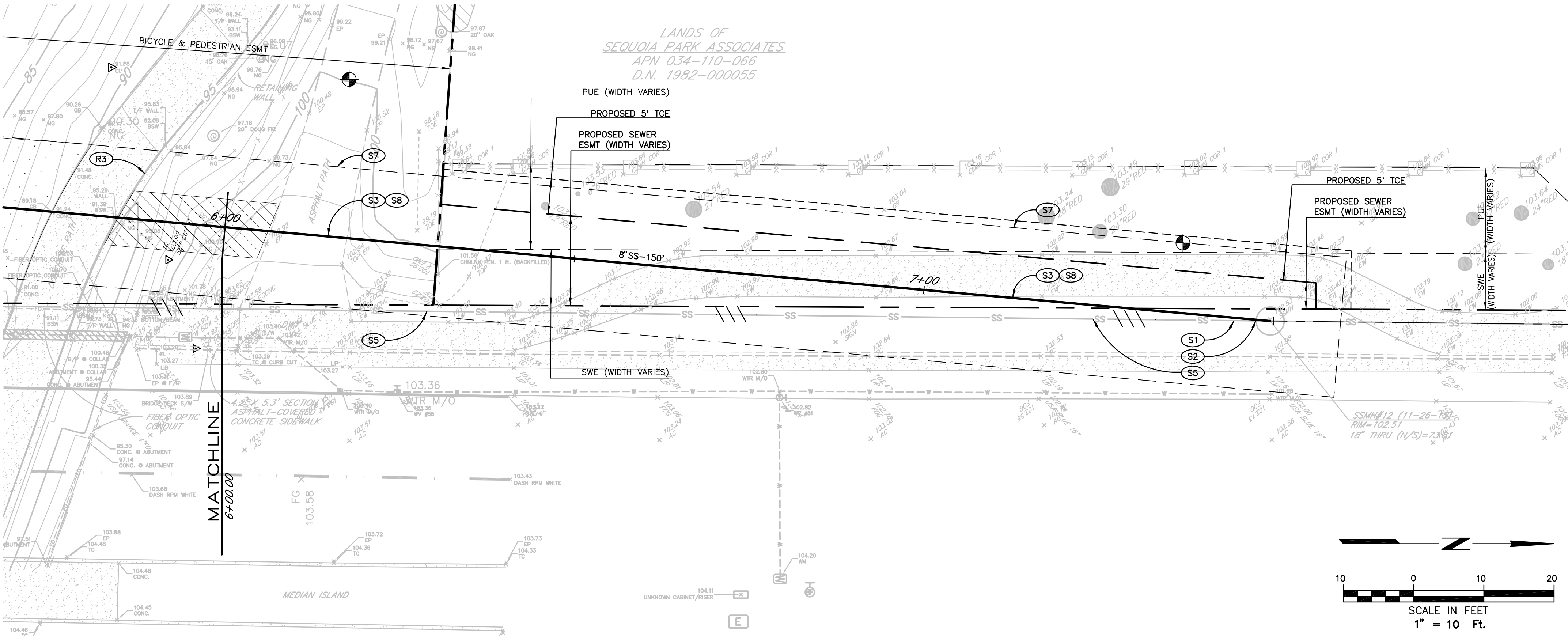


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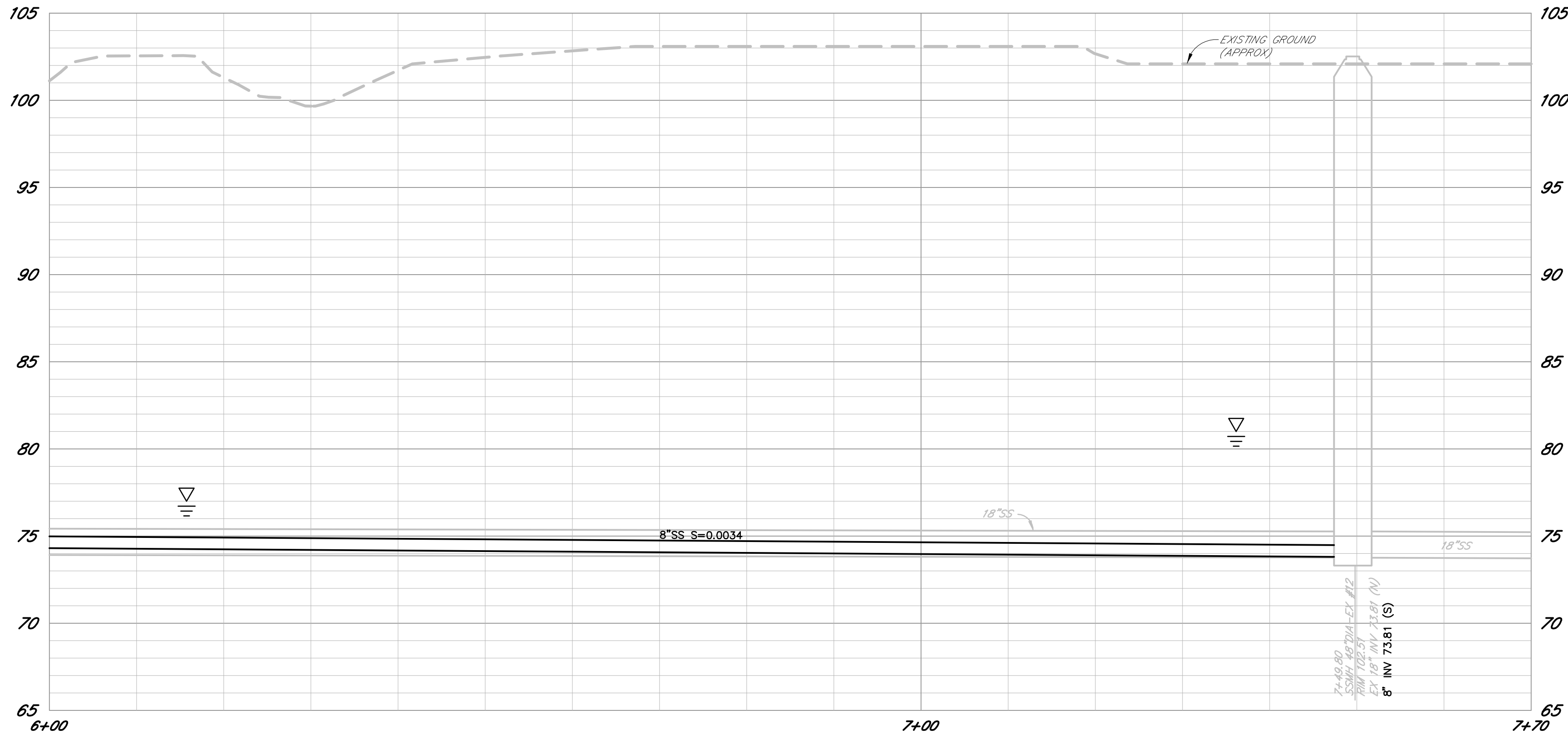
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DWN BY: DS	CHK BY: DFL
APPROVED: Deputy Director - Engineering	
By: Lori Urbanek	Date: _____

City of Santa Rosa S FULTON RD TRUNK SEWER ABANDONMENT & COLLECTOR SEWER MAIN INSTALLATION	CONTRACT NO. C02117
UTILITY PLAN & PROFILE STA.4+00-STA.6+00	SHEET 7 OF 9
FILE NO. 20XX-XXXX	



PLAN



PROFILE
SCALE: HORZ. 1" = 10'
VERT. 1" = 5'

SHEET NOTES

(ONLY NOTES RELEVANT TO THIS SHEET ARE SHOWN)

- (S1) REMOVE EXISTING SANITARY SEWER MAIN WHERE ENCOUNTERED DURING EXCAVATION FOR NEW SEWER. ABANDON PER ABANDONMENT DETAILS SHEET 9 WHERE EXISTING SEWER EXTENDS BEYOND EXCAVATION LIMITS.
- (S2) MODIFY EXISTING SANITARY SEWER MANHOLE TO ACCOMMODATE NEW 8" SEWER CONNECTION. SEE CITY CONSTRUCTION STANDARD SPECIFICATION 130-1.07A EXISTING MANHOLES.
- (S3) INSTALL 8" SANITARY SEWER MAIN PER CITY STDs.
- (S5) PLUG EXISTING SANITARY SEWER MAIN AND ABANDON PER ABANDONMENT DETAILS SHEET 9.
- (S7) LIMITS OF DISTURBED GROUND.
- (S8) SUPPORT TRENCH WITH POSITIVE SHORING SYSTEM WHERE TRENCH DEPTHS EXCEED X FEET.

LEGEND

- ⊗ TREE TO BE REMOVED
- ⊙ APPROX GEOTECHNICAL BORING LOCATION
- ▽ APPROX GROUNDWATER DEPTH AT TIME OF DRILLING (6/22/2020)



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APPROVED: Deputy Director - Engineering	Date
By Lori Urbanek	

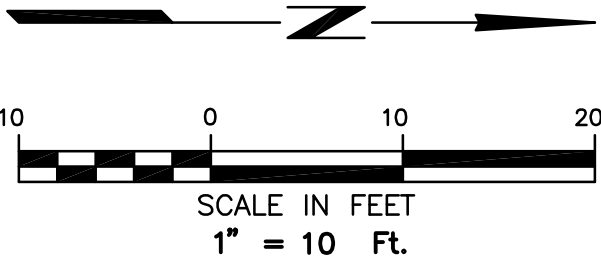
City of Santa Rosa
**S FULTON RD TRUNK SEWER ABANDONMENT
& COLLECTOR SEWER MAIN INSTALLATION**

**UTILITY PLAN & PROFILE
STA. 6+00-STA. 7+50**

CONTRACT NO. C02117
SHEET 8 OF 9
FILE NO. 20XX-XXXX

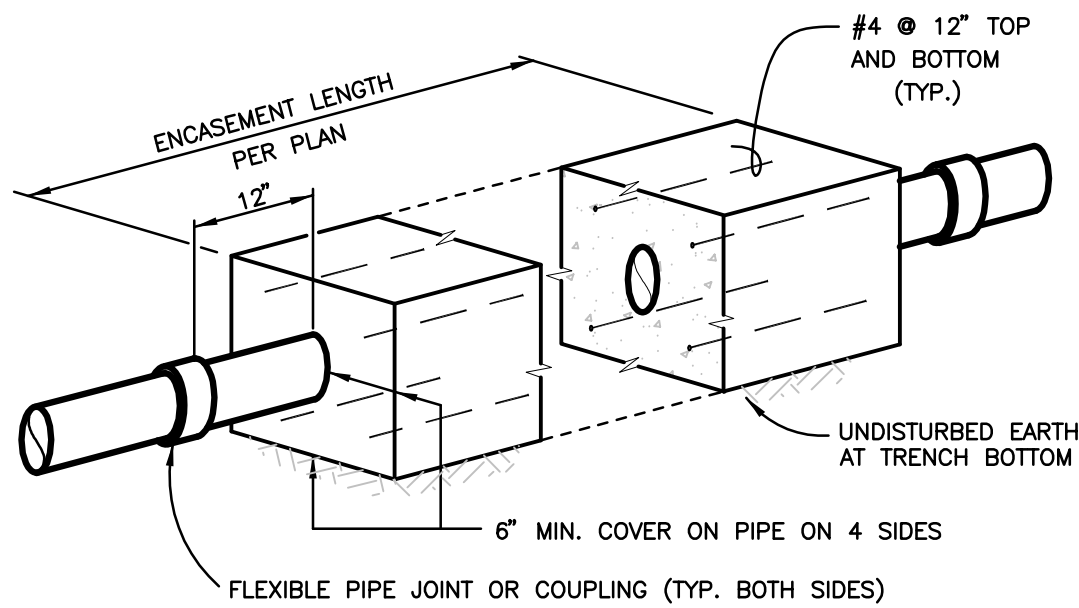
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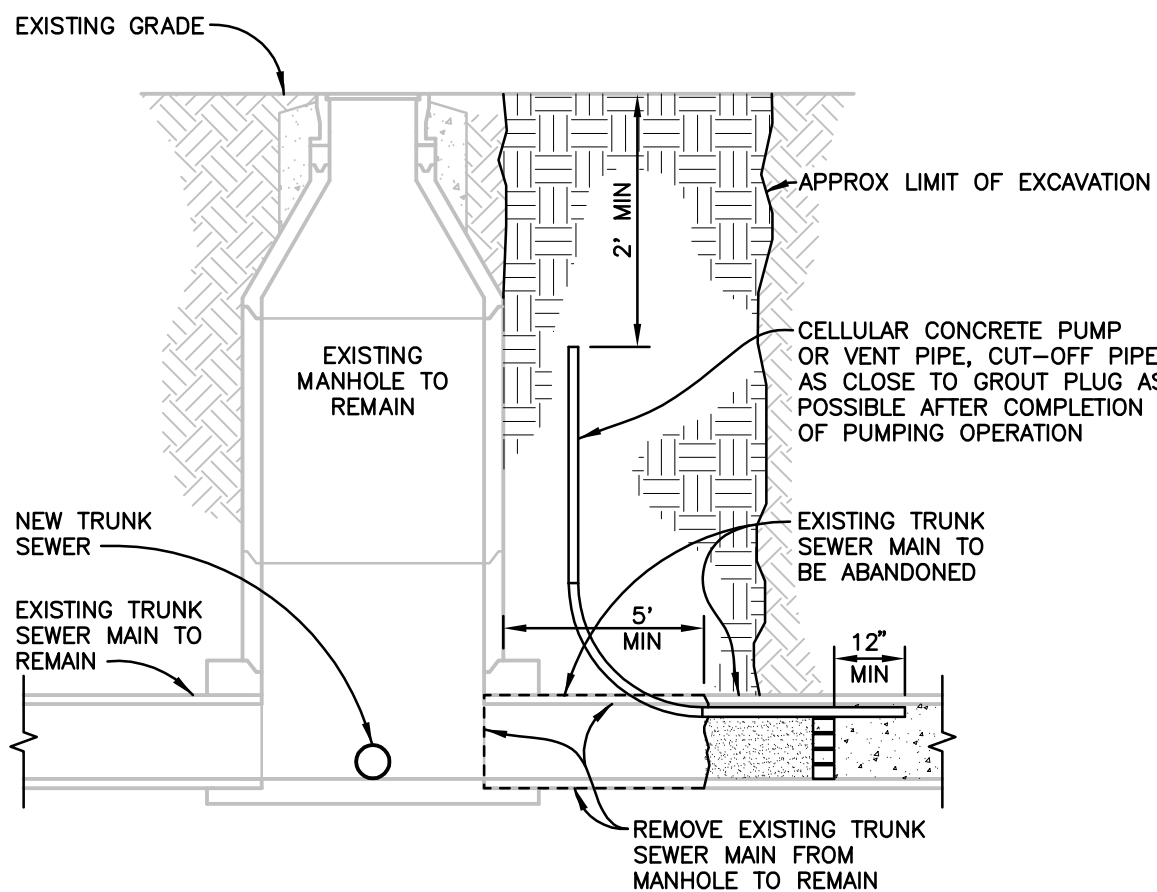


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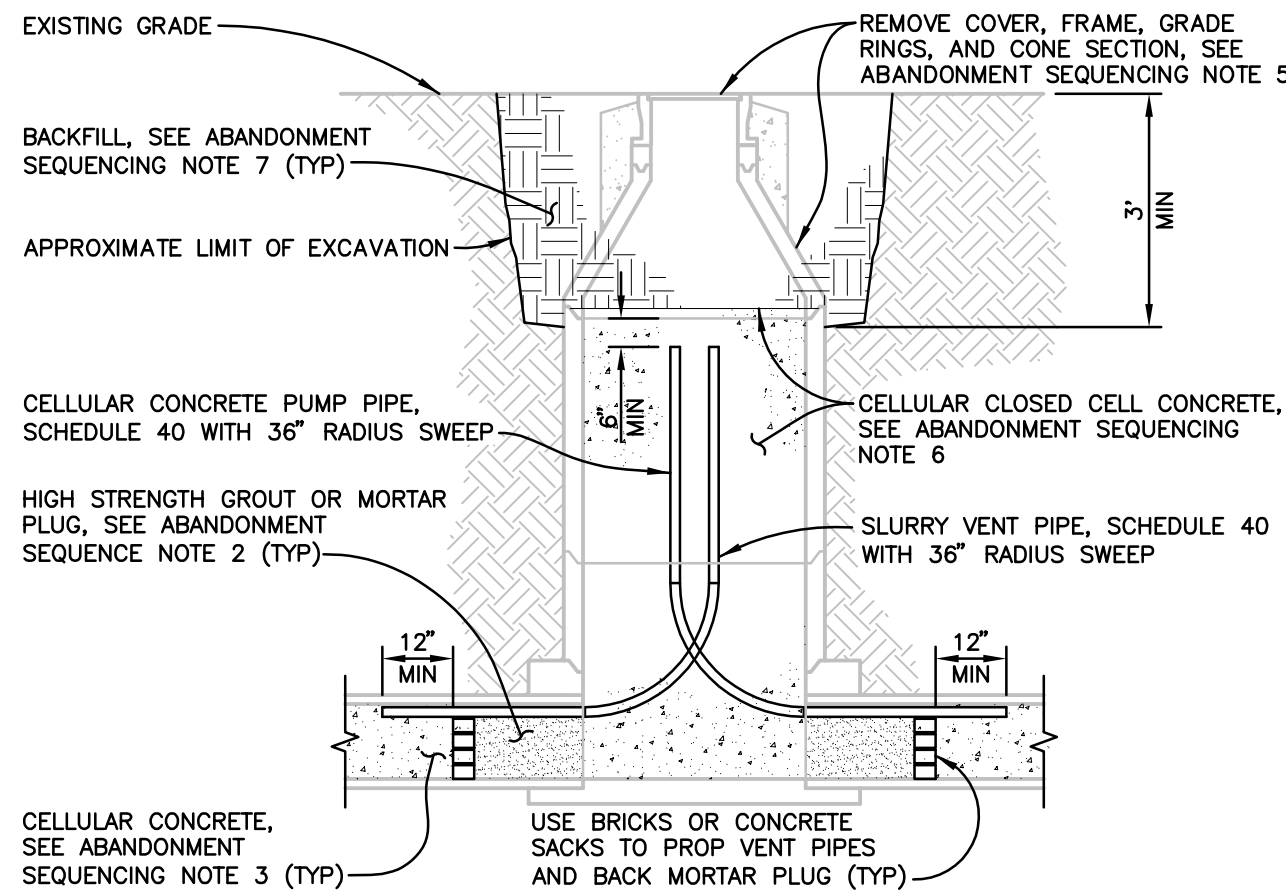
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CONCRETE ENCASEMENT
NOT TO SCALE



ABANDONMENT AT EXISTING MANHOLE TO REMAIN
TYPICAL AT EX SSMH 12



ABANDONMENT AT MANHOLE TO BE ABANDONED
TYPICAL AT EX SSMH 13, 1, 2, 3, 4, AND 69

ABANDONMENT NOTES

1. REMOVE ACCUMULATED SLUDGE AND DISCHARGE GROUNDWATER TO SANITARY SEWER COLLECTION SYSTEM WHILE PUMPING CELLULAR CLOSED CELL CONCRETE, IF NECESSARY.
2. REMOVE ALL INSIDE AND OUTSIDE SEWER DROPS AND PLUG SIDE SEWERS AND LATERALS PER CITY STD 507. INSTALL PUMP CONNECTION POINT IF SIDE SEWER OR LATERAL IS TO BE ABANDONED WITH CELLULAR CONCRETE AS INDICATED PER PLAN.
3. PROVIDE THRUST RESTRAINT FOR PUMP AND VENT PIPES AS NECESSARY.
4. CELLULAR CONCRETE SHALL BE A LOW STRENGTH MIXTURE OF HYDRAULIC CEMENT, WATER, AND CLOSED CELL PREFORMED-FOAM.
5. SURFACE RESTORATION AND BACKFILL SHALL BE PER CITY STANDARD 215 TO MATCH EXISTING ADJACENT SURFACING.

ABANDONMENT SEQUENCING

1. COMPLETE INSTALLATION OF NEW SEWER MAIN. REMOVE ALL CONNECTIONS BETWEEN EXISTING AND NEW SEWER PRIOR TO BEGINNING ANY ABANDONMENT OPERATIONS.
2. INSTALL VENT PIPES AND MORTAR PLUGS AT EACH MANHOLE OR PIPE END TO BE ABANDONED. ALLOW MORTAR PLUGS TO CURE FOR A MINIMUM OF 48 HRS.
3. STARTING AT MOST DOWNSTREAM PUMP CONNECTION POINT AND PROGRESSING UPSTREAM ONE PUMP CONNECTION AT A TIME, PUMP CELLULAR CONCRETE INTO THE PUMP CONNECTION AT EACH MANHOLE TO BE ABANDONED BEGINNING AT THE DOWNSTREAM END. COMPLETELY FILL THE PIPE BEING ABANDONED AND BRING THE HYDRAULIC GRADE LINE OF THE CELLULAR CONCRETE TO A LEVEL APPROXIMATELY 12" ABOVE THE UPPER END (VENT PIPE SIDE) OF THE FILLED PIPE CROWN.
4. REPLACE MANHOLE LIDS AND ALLOW CELLULAR CONCRETE MATERIAL TO CURE FOR A MINIMUM OF 12 HOURS.
5. REMOVE MANHOLE COVER, FRAME, GRADE RINGS, CONE SECTION, AND MANHOLE BARRELS TO A MINIMUM DEPTH OF 3' BELOW EXISTING GRADE.
6. FILL REMAINING MANHOLE BARREL WITH CELLULAR CONCRETE AND ALLOW MATERIAL TO CURE FOR A MINIMUM OF 12 HOURS.
7. FILL REMAINING VOID WITH NATIVE MATERIAL COMPACTED TO 90% RELATIVE COMPACTION AND RESTORE SURFACING TO MATCH EXISTING ADJACENT SURFACING.

ABANDONMENT DETAILS
NOT TO SCALE

PRELIMINARY
FOR STUDY PURPOSES ONLY
DATE 08-12-20

75% SUBMITTAL



City of Santa Rosa
Brelje & Race
CONSULTING ENGINEERS
www.breljeandrace.com
1000 PARKER BLVD., SUITE 1200 SANTA ROSA, CA 95404-7010

NO.	DATE	REVISION	BY

SCALE: AS SHOWN	DATE: APRIL 2020
DWN BY:	CHK BY: DFL
APPROVED: Deputy Director – Engineering	
By Lori Urbonek	Date

City of Santa Rosa S FULTON RD TRUNK SEWER ABANDONMENT & COLLECTOR SEWER MAIN INSTALLATION	DETAILS	
	CONTRACT NO.	C02117
	SHEET	9 OF 9
	FILE NO. 20XX-XXXX	

Enclosure 2

Permittee: City of Santa Rosa, Dan Hennessey

File Number: SPN-2024-00265

**Certification of Compliance
for
Nationwide Permit**

"I hereby certify that the work authorized by the above referenced File Number and all required mitigation have been completed in accordance with the terms and conditions of this Nationwide Permit authorization."

(Permittee)

(Date)

Email to: cespn-rg-submittal@usace.army.mil
Attn: Kendra Spicher

U.S. Army, Corps of Engineers
San Francisco District
Regulatory Division, CESP-NG
450 Golden Gate Ave., 4th Floor
San Francisco, CA 94102-3404

North Coast Regional Water Quality Control Board

June 16, 2024

In the Matter of Water Quality Certification for the Fulton Road Sewer Main Improvements West 3rd to Santa Rosa Creek Project

APPLICANT: City of Santa Rosa, Dan Hennessey
RECEIVING WATER: Santa Rosa Creek
HYDROLOGIC UNIT: Middle Russian River 114.22
COUNTY: Sonoma
FILE NAME: Fulton Road Sewer Main Improvements West 3rd to Santa Rosa
Creek Project; ECM PIN CW-896028; WDID 1B24110WNSO

FINDINGS BY THE EXECUTIVE OFFICER:

1. On August 9, 2024, Justin Witt of Brelje and Race on behalf of Dan Hennessey of the City of Santa Rosa (applicant) filed an application for water quality certification (certification) under section 401 of the Clean Water Act (33 U.S.C. § 1341) with the North Coast Regional Water Quality Control Board (Regional Water Board) for activities associated with the Fulton Road Sewer Main Improvements West 3rd to Santa Rosa Creek Project (project). On September 5, 2024, the application was deemed incomplete. The application was deemed complete on May 16, 2025. The project is located in Santa Rosa Creek where it crosses under Fulton Road in Santa Rosa.
2. **Public Notice:** The Regional Water Board provided public notice of the application pursuant to Title 23, California Code of Regulations, Section 3858 on May 22, 2025, and posted information describing the project on the Regional Water Board's website. No comments were received.
3. **Receiving Waters:** The proposed project will cause disturbances to Santa Rosa Creek in the Middle Russian River Hydrologic Unit 114.22.
4. **Project Description:** The purpose of the project is to address approximately 300 feet of failing sewer pipe that was first installed in 1969 under Santa Rosa Creek just west of the Fulton Road Bridge. The pipe serves 60 homes and the pipe liner has deformed and caused the sewer to become partially obstructed.

The project involves opening a trench through Santa Rosa Creek and placing a new

pipe just west of the failing pipe. An approximately 10-foot wide trench would be excavated through the banks and streambed. Depths would vary from about 25 feet at the top of bank to between 2 and 3 feet below the existing stream bottom. To provide protection of the replacement sewer main, it will be installed within a PVC casing and the void between the sewer main and casing will be grouted. This method will entirely separate the grouting material from water. The trench will then be backfilled and compacted to restore the surface to existing grade.

Rip rap will be placed up to and on top of the concrete encasement and native streambed material removed during excavation would be used to backfill on top of the rip rap to restore the channel bed. Temporary impacts include 0.024 acre for access and trench work, and 0.008 acre for the cofferdam. Permanent impacts total 0.057 acre of replacement rip rap. Permanent and temporary loss of streambank and riparian habitat will be mitigated off site at a 3:1 ratio at Peterson Park on Forestview Creek. Due to stream maintenance activities, on site mitigation is not feasible.

5. **Construction Timing:** The project would begin in the spring or summer of 2025 or 2026 and take approximately 90 working days over 5 months.
6. **Project Impacts:** Permanent impact to the stream include about 0.02 acre of replacement rip rap. Temporary impact to the stream include about 0.008 acre for the cofferdam. Permanent impact to the riparian area and banks above ordinary high water mark (OHWM) are approximately 0.037 acre. Temporary impact through the bank and riparian area is about 0.024 acre for trenching.
7. **Mitigation for Project Impacts:** Off-site mitigation is proposed at a 3:1 ratio to offset 0.089 acre of impact, for a total of 0.267 acre of new riparian habitat at Peterson Park. The riparian restoration will improve native species cover and diversity along the creek bank; improve overall riparian function; improve bank stability and minimize potential for erosion; and remove invasive species.

After clearing invasive species, 52 trees and shrubs will be planted in three planting zones. Planting would occur in February to early March when the ground is still moist. Plants will be irrigated in the dry season for two to three years.

8. **Project Tracking:** It has been determined through regional, state, and national studies that tracking of mitigation and restoration projects must be improved to better assess their performance. In addition, to effectively carry out the state's Wetlands Conservation Policy of no net loss to wetlands, the state needs to closely track both aquatic habitat losses and the success of mitigation and restoration projects. Therefore, this certification requires the Applicant to upload impact totals and mitigation measures to a web-based project tracking system called "EcoAtlas" using the "Project Tracker" form, which can be found here: <http://ptrack.ecoatlas.org>. Instructions and how to request a user name and password are on the Project Tracker website. More information about EcoAtlas is available at: www.ecoatlas.org.

9. **Other Agency Actions:** The Applicant has applied to the United States Army Corps of Engineers for Nationwide Permit 58, *Utility Line Activities*, pursuant to section 404 of the Clean Water Act. The applicant has also submitted a section 1600 Notification of Lake or Streambed Alteration to the California Department of Fish and Wildlife.
10. **CEQA Compliance:** As lead agency, the City of Santa Rosa certified a Mitigated Negative Declaration (SCH 2022060720) on August 3, 2023, pursuant to the requirements of the California Environmental Quality Act (CEQA).
11. **Antidegradation Policy:** The federal antidegradation policy requires that state water quality standards include an antidegradation policy consistent with the federal policy. The State Water Board established California's antidegradation policy in State Water Board Resolution 68-16, which incorporates the federal antidegradation policy where the federal policy applies under federal law. Resolution 68-16 requires that existing high-quality waters be maintained unless degradation is justified under specific provisions. The Regional Water Board's Basin Plan implements, and incorporates by reference, both the state and federal antidegradation policies. This Certification is consistent with applicable federal and state antidegradation policies, as it does not authorize the discharge of increased concentrations of pollutants or increased volumes of treated wastewater and does not otherwise authorize degradation of the waters affected by this project.
12. Notwithstanding any determinations by the U.S. Army Corps or other federal agency made pursuant to 40 C.F.R. section 121.9, dischargers must comply with the entirety of this certification because this discharge is also regulated under State Water Resources Control Board Order 2003-0017-DWQ, *General Waste Discharge Requirements for Dredge and Fill Discharges that have Received State Water Quality Certification*, which requires compliance with all conditions of this water quality certification.
https://www.waterboards.ca.gov/water_issues/programs/cwa401/docs/generalorders/go_wdr401regulated_projects.pdf

Receiving Water: Santa Rosa Creek, in the Middle Russian River 114.22

Permanent Impacts: 0.057 acre

Temporary Impacts: 0.032 acre

Latitude/Longitude: 38.441969°N, 122.769925°W

Certification Expiration: June 16, 2030

Accordingly, based on its independent review of the record, the Regional Water Board certifies that the Fulton Road Sewer Main Improvements West 3rd to Santa Rosa Creek Project (WDID 1B24110WNSO), as described in the application, will comply with

sections 301, 302, 303, 306, and 307 of the Clean Water Act, and with applicable provisions of state law, provided that the applicant complies with the following terms and conditions:

All conditions of this Certification apply to the applicant (and all their employees) and all contractors (and their employees), sub-contractors (and their employees), and any other entity or agency that performs activities or work on the project as related to this water quality certification.

Project-Specific Conditions

1. The Applicant shall implement the *Peterson Park Off-Site Riparian Restoration and Monitoring Plan* dated January 22, 2025, (CCR Title 23 section 3013, section 3861(d), Dredge or Fill Procedures section IV. A.2(d) & B.4).
2. Mitigation success shall be subject to the review and acceptance by Regional Water Board staff and shall not be considered successful until a minimum of five years of monitoring has occurred and survival of mitigation plants exceeds 85%. Plants shall not be considered successful until irrigation has been terminated for a minimum of two years (CCR Title 23 section 3013).
3. Within 30 days of issuance of this Order, the Applicant shall upload Project information to EcoAtlas using the "Project Tracker" form found at <http://ptrack.ecoatlas.org/>. Required information includes a Project map that may either be uploaded to EcoAtlas or created within EcoAtlas by using the "draw polygon" tool (CA Water Code section 13267).
4. The mitigation measures detailed in the Mitigated Negative Declaration (SCH 2022060720) are hereby incorporated by reference and are conditions of approval of this certification. Notwithstanding any more specific conditions in this certification, the applicant shall comply with all mitigation measures identified in the Mitigated Negative Declaration that are within the Regional Water Board's jurisdiction (CA Water Code section 13369, CCR section 3861(d)(2)).

Project Specific Conditions Requiring Reports

5. The Applicant shall submit a frac-out plan at least 14 days prior to construction to demonstrate preparation in the event that the casing cracks or grout spills (CA Water Code section 13267).
6. The applicant shall report on the success of the riparian mitigation for a minimum of five years. Reports shall include a general description of any work performed over the previous year and an evaluation of the restoration area according to the success criteria. The applicant shall send reports to the Regional Water Board by January 31 annually. (CA Water Code section 13267, CCR Title 23 section 3013).

7. Regional Water Board staff shall be notified in writing at least five working days prior to the commencement of ground disturbing activities, with details regarding the construction schedule, in order to allow staff to be present onsite during construction, and to answer any public inquiries that may arise regarding the project (CA Water Code section 13267).

Standard Conditions

8. This certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330 and title 23, California Code of Regulations, section 3867.
9. This certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to title 23, California Code of Regulations, section 3855, subdivision (b) and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
10. The validity of this certification is conditioned upon total payment of any fee required under title 23, California Code of Regulations, section 3833, and owed by the applicant.
11. A fee of \$3,459 was received for the project on August 13, 2024. The complete fee for the project is \$2,985 (Category E, Low Impact Discharges). A form X was submitted for the difference on June 2, 2025 and the applicant will be refunded \$474. This Certification will be subject to annual billing while the project is constructed and monitored, per the fee schedule that is current at the time of annual billing. Currently the annual fee is \$563; the annual fee is expected to increase every year. The fee calculator may be found at: https://www.waterboards.ca.gov/resources/fees/water_quality/docs/dredgefillcalculator.xlsm

Annual fees will be automatically invoiced to the Applicant. **The applicant must notify the Regional Water Board at project and/or mitigation completion with a final report in order to request to terminate annual billing. Notification should be sent to the staff listed at the bottom of this Order and to Northcoast@waterboards.ca.gov.** Regional Water Board staff will verify conditions of the Certification have been met and may request a site visit at that time to confirm status of Project and compliance with this Certification (CCR Title 23, sections 3833(b)(3) and 2200(a)(3), CA Water Code section 13267(c)).

12. This certification does not authorize drafting of surface waters. Any drafting of surface waters shall be in compliance with state water rights law and diversion requirements overseen by the State Water Resources Control Board's Division of

Water Rights (State Board Resolution No. 68-16, 40 CFR Part 131.12 (a)(1), CA Water Code section 13369, CCR section 3861(d)(2)).

13. Only wildlife-friendly, 100 percent biodegradable erosion and sediment control products that will not entrap or harm wildlife shall be used. Erosion and sediment control products shall not contain synthetic (e.g., plastic or nylon) netting. Photodegradable synthetic products are not considered biodegradable. The applicant shall request approval from the Regional Water Board if an exception from this requirement is needed for a specific location (Water Quality Control Plan for the North Coast Region, Section 4.2.1, State Board Resolution No. 68-16).
14. Only 100 percent biodegradable geotextiles shall be used for permanent applications within waters of the state unless explicitly approved for specific purposes in the project design (CCR Title 23 section 3861(d), Water Quality Control Plan for the North Coast Region, Section 4.2.1, State Board Resolution No. 68-16).
15. Best management practices (BMPs) shall be implemented according to the submitted application and the conditions in this certification. BMPs for erosion, sediment, and turbidity control shall be implemented and in place at commencement of, during, and after any ground clearing activities or any other project activities that could result in erosion or sediment discharges to surface water. BMPs shall be immediately available for deployment at all times to prevent discharges to waters of the state (State Board Resolution No. 68-16, 40 CFR Part 131.12 (a)(1), CA Water Code section 13369, CCR section 3861(d)(2)).
16. The applicant is prohibited from discharging waste to waters of the state, unless explicitly authorized by this certification. For example, no debris, soil, silt, sand, bark, slash, sawdust, cement or concrete washings, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature, other than that authorized by this Certification, shall be allowed to enter into or be placed where it may be washed by rainfall into waters of the state. When operations are completed, any excess material or debris shall be removed from the work area (Water Quality Control Plan for the North Coast Region, section 4.2.1).
17. The Applicant is liable and responsible for the proper disposal, reuse, and/or recycling of all Project-generated waste in compliance with applicable state and federal laws and regulations (CA Water Code sections 13271 and 13369, CCR section 3861(d)(2)).
18. The applicant shall provide Regional Water Board staff access to the project site to document compliance with this certification (CA Water Code section 13267(c)).
19. Work in flowing or standing surface waters, unless otherwise proposed in the project description and approved by the Regional Water Board, is prohibited (State Board Resolution No. 68-16, 40 CFR Part 131.12 (a)(1), Water Code section 13369, Water Quality Control Plan for the North Coast Region, section 3.3.16).

20. If, at any time, an unauthorized discharge to surface water (including wetlands, lakes, rivers, or streams) occurs, or any water quality problem arises, the associated project activities shall cease immediately until adequate BMPs are implemented including stopping work. The Regional Water Board shall be notified promptly and in no case more than 24 hours after the unauthorized discharge or water quality problem arises (CA Water Code sections 13385, 13267).
21. All project activities shall be implemented as described in the submitted certification application package and the findings and conditions of this certification. Subsequent project changes that could significantly impact water quality shall first be submitted to Regional Water Board staff for prior review, consideration, and written concurrence. If the Regional Water Board is not notified of a significant alteration to the project, it will be considered a violation of this certification, and the applicant may be subject to Regional Water Board enforcement actions (CA Water Code section 13264).
22. Prior to implementing any change to the project that may be a material change as defined in California Water Code section 13260(c) as a proposed change in character, location, or volume of the discharge, the applicant shall obtain prior written approval of the Regional Water Board Executive Officer. If the Regional Water Board is not notified of the material change to the discharge, it will be considered a violation of this certification, and the applicant may be subject to Regional Water Board enforcement action(s) (CA Water Code section 13264).
23. The applicant shall provide a copy of this Certification and State Water Board Order 2003-0017-DWQ to any contractor(s), subcontractor(s), and utility company(ies) conducting work on the project and shall require that copies remain in their possession at the work site. The applicant shall be responsible for ensuring that all work conducted by its contractor(s), subcontractor(s), and utility companies is performed in accordance with the information provided by the applicant to the Regional Water Board (CA Water Code sections 13170 or 13245).
24. Disturbance or removal of existing vegetation as detailed within the application shall not exceed the minimum necessary to complete the project (State Board Resolution No. 68-16, 40 CFR Part 131.12 (a)(1), Water Code sections 13264 and 13369).
25. Fueling, lubrication, maintenance, storage, and staging of vehicles and equipment shall not result in a discharge or threatened discharge to any waters of the state including dry portions of the creek. At no time shall the applicant or its contractors allow use of any vehicle or equipment that leaks any substance that may impact water quality (State Board Resolution No. 68-16, 40 CFR Part 131.12 (a)(1), Water Code section 13369, Water Quality Control Plan for the North Coast Region, section 3.3.16).
26. The Applicant shall not use leaking vehicles or equipment within state waters or riparian areas. Vehicles and equipment used within state waters shall be checked for

leaks at the beginning of each work day (State Board Resolution No. 68-16, 40 CFR Part 131.12 (a)(1), Water Code section 13369, Water Quality Control Plan for the North Coast Region, section 3.3.16).

27. In the event of any violation or threatened violation of the conditions of this Certification, the violation or threatened violation shall be subject to any remedies, penalties, process or sanctions as provided for under applicable state or federal law. For the purposes of section 401 (d) of the Clean Water Act, the applicability of any state law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Certification. In response to a suspected violation of any condition of this certification, the Regional Water Board may require the holder of any federal permit or license subject to this Certification to furnish, under penalty of perjury, any technical or monitoring reports the Regional Water Board deems appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. In response to any violation of the conditions of this Certification, the Regional Water Board may add to or modify the conditions of this Certification as appropriate to ensure compliance pursuant to Section 13267 of the Porter-Cologne Water Quality Control Act (CA Water Code sections 13385, 13267).
28. The Regional Water Board may add to or modify the conditions of this Certification, as appropriate, to implement any new or revised water quality standards and implementation plans adopted and approved pursuant to the Porter-Cologne Water Quality Control Act or section 303 of the Clean Water Act (CA Water Code section 13330, and CCR title 23 chapter 28, Article 6 commencing with section 3867)
29. In the event of any change in control of ownership of land presently owned or controlled by the applicant, the applicant shall notify the successor-in-interest of the existence of this certification by letter and shall email a copy of the letter to the Regional Water Board (CA Water Code section 13264) at the following email address: NorthCoast@waterboards.ca.gov.

The successor-in-interest shall email the Regional Water Board Executive Officer at: NorthCoast@waterboards.ca.gov to request authorization to discharge dredged or fill material under this certification. The request must contain the following:

- i) Effective date of ownership change;
- ii) Requesting entity's full legal name;
- iii) The state of incorporation, if a corporation;
- iv) The address and phone number of contact person; and
- v) A description of any changes to the Project or confirmation that the successor-in-interest intends to implement the project as described in this certification.

30. Except as may be modified by any preceding conditions, all certification actions are contingent on:

- i) the discharge being limited to and all proposed mitigation being completed in strict compliance with the applicant's Project description (CA Water Code section 13264), and
- ii) compliance with all applicable requirements of the Water Quality Control Plan for the North Coast Region (Basin Plan).

31. The authorization of this certification for any dredge and fill activities expires on June 16, 2030. Conditions and monitoring requirements outlined in this Certification are not subject to the expiration date outlined above and remain in full effect and are enforceable to ensure compliance with water quality objectives adopted or approved under Sections 13170 or 13245 of the CA Water Code.

Conditions 5-7 are requirements for information and reports. Any requirement for a report made as a condition to this certification is a formal requirement pursuant to California Water Code section 13267, and failure or refusal to provide, or falsification of such required report is subject to civil liability as described in California Water Code, section 13268.

If you have any questions or comments, please contact Kaete King of my staff, at (707) 576-2848, or via e-mail at Kaete.King@waterboards.ca.gov.

Valerie Quinto
Executive Officer

Original to: City of Santa Rosa, Attn: Dan Hennessey 69 Stony Circle, Santa Rosa, CA 95404 Dhennessey@srcity.org

cc: State Water Resources Control Board, Stateboard401@waterboards.ca.gov
EPA Region 9, R9cwa401@epa.gov
North Branch Chief, ACOE, CESPN-Regulatory-Info@usace.army.mil
Nick Wagner, CDFW, Nicholas.Wagner@Wildlife.ca.gov
Justin Witt, BRCE, witt@brce.com



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
West Coast Region
501 West Ocean Boulevard, Suite 4200
Long Beach, California 90802

December 22, 2025

Refer to NMFS No: WCRO-2025-00341

Bryan Matsumoto
Senior Program Manager
U.S. Army Corps of Engineers
450 Golden Gate Avenue
San Francisco, California 94102

Re: Endangered Species Act Section 7(a)(2) Condensed Biological Opinion and Magnuson–Stevens Fishery Conservation and Management Act Essential Fish Habitat Response for the Fulton Road Sewer Main Project, located in Sonoma County, California

Dear Mr. Matsumoto:

This letter responds to your January 16, 2025, request for initiation of consultation with NOAA's National Marine Fisheries Service (NMFS) pursuant to Section 7 of the Endangered Species Act (ESA) for the subject action. Your request qualified for our expedited review and analysis because it met our screening criteria and contained sufficient information on, and analysis of, your proposed action and its potential effects to federally threatened Central California Coast (CCC) steelhead (*O. mykiss*) Distinct Population Segment¹ (DPS), and designated critical habitat for endangered CCC coho salmon (*O. kisutch*)² Evolutionary Significant Unit (ESU). Additionally, we received your request for Magnuson-Stevens Fishery Conservation and Management Act (MSA) essential fish habitat (EFH) consultation. NMFS initiated consultation on June 17, 2025, but consultation was held in abeyance for 43 days due to a lapse in appropriations and resulting government shutdown. Consultation resumed on November 13, 2025.

We reviewed the U.S. Army Corps of Engineers' (Corps) consultation request and related initiation package. Where relevant, we have adopted the information and analyses you have provided and/or referenced but only after our independent, science-based evaluation confirmed they meet our regulatory and scientific standards. In our biological opinion below, we indicate what parts of your document(s) we have incorporated by reference and where that information is being incorporated. We adopt by reference here: 1) sections of the Biological Resources Report – South Fulton Road Trunk Sewer Replacement Project, Santa Rosa, Sonoma County, CA (Biological Report, Sol Ecology 2020), and 2) the June 17, 2025, phone call and email correspondence between the Corps and NMFS addressing our recommendation to change the effects determinations for CCC steelhead critical habitat and CCC coho salmon. This

¹ 71 FR 834; January 5, 2006

² 77 FR 19552; April 2, 2012



information is being incorporated for the Proposed Action, Environmental Baseline, Action Area, Effects Analysis and Incidental Take Statement sections of this biological opinion.

Updates to the regulations governing interagency consultation (50 CFR part 402) were effective on May 6, 2024 (89 FR 24268). We are applying the updated regulations to this consultation. The 2024 regulatory changes, like those from 2019, were intended to improve and clarify the consultation process, and, with one exception from 2024 (offsetting reasonable and prudent measures), were not intended to result in changes to the Services' existing practice in implementing section 7(a)(2) of the ESA (89 FR 24268; 84 FR 45015). We have considered the prior rules and affirm that the substantive analysis and conclusions articulated in this biological opinion and incidental take statement would not have been any different under the 2019 regulations or pre-2019 regulations.

Proposed Action

The Corps is proposing to issue a permit pursuant to Section 404 of the Clean Water Act for the Fulton Road Sewer Main Project (Project) to the City of Santa Rosa. The City of Santa Rosa proposes to install approximately 160 feet of 8-inch sewer main below Santa Rosa Creek. A 10-foot-wide trench would be excavated through the existing banks and streambed. Excavation on the north bank of the creek would include the removal and replacement of 196 cubic yards (CY) of material within the trench and 178 CY of material would be removed and replaced within the trench on the south bank. The trenches would be backfilled and compacted to restore the surface to existing grade. To protect the area from scour, 86 CY of rip-rap would be placed along 26 linear feet of Santa Rosa Creek. The area will be covered with a biodegradable erosion control blanket, and placement of willow cuttings as live stakes. A temporary stream diversion would be installed to work in the wetted area. The Project will take an estimated 3 to 6 months to complete and would be completed within a single construction season.

BIOLOGICAL OPINION

We examined the status of each species that would be adversely affected by the proposed action to inform the description of the species' "reproduction, numbers, or distribution" as described in 50 CFR 402.02. We also examined the condition of critical habitat throughout the designated area and discuss the function of the physical or biological features essential to the conservation of the species that create the conservation value of that habitat.

CCC steelhead and designated critical habitat for CCC coho salmon occur within the action area. NMFS provides the following supplemental information describing the status of CCC steelhead and critical habitat for CCC coho salmon.

While data availability for the CCC steelhead DPS remains generally poor, the new information for CCC steelhead available since the previous viability assessment indicates that overall extinction risk is moderate and has not changed appreciably since the prior assessment (SWFSC 2023). Although conservation efforts for CCC steelhead have reduced some threats for this DPS, most threats remain unchanged since the previous 5-year review. In addition, increased risks of wildfires, drought, and poor ocean conditions are likely to continue and worsen. Based on the

2024 status review, NMFS concluded that the CCC steelhead DPS remains threatened (NMFS 2024).

The following essential habitat types have been identified for CCC coho salmon critical habitat: 1) juvenile summer and winter rearing areas; 2) juvenile migration corridors; 3) areas for growth and development to adulthood; 4) adult migration corridors; and 5) spawning areas. Within these areas, essential physical and biological features of coho salmon critical habitat include adequate: 1) substrate, 2) water quality, 3) water quantity, 4) water temperature, 5) water velocity, 6) cover/shelter, 7) food, 8) riparian vegetation, 9) space, and 10) safe passage conditions (64 FR 24029, 24059; May 5, 1999).

The condition of designated critical habitat for CCC coho salmon within the ESU, specifically its ability to provide for their conservation, has been degraded from conditions known to support viable salmonid populations. NMFS has determined that currently depressed population conditions are, in part, the result of the following human-induced factors affecting critical habitat: logging, agriculture, mining, urbanization, stream channelization and bank stabilization, dams, wetland loss, and water withdrawals.

“Action area” means all areas to be affected directly or indirectly by the federal action and not merely the immediate area involved in the action (50 CFR 402.02). The proposed project is located immediately south of the Fulton Road Bridge on the Santa Rosa Creek in the City of Santa Rosa, California. Santa Rosa Creek is a tributary within the Russian River watershed. The site can be accessed from Fulton Road via the Santa Rosa Creek Trail which runs alongside the creek and underneath the bridge; the site is accessible from both sides of the creek via trails. The Project site is bounded to the north and south by residential development. The action area is 5,700 square feet in size (0.01 acre).

The “environmental baseline” refers to the condition of the listed species or its designated critical habitat in the action area, without the consequences to the listed species or designated critical habitat caused by the proposed action. The environmental baseline includes the past and present impacts of all federal, state, or private actions and other human activities in the action area, the anticipated impacts of all proposed federal projects in the action area that have already undergone formal or early section 7 consultations, and the impact of State or private actions which are contemporaneous with the consultation in process. The impacts to listed species or designated critical habitat from federal agency activities or existing federal agency facilities that are not within the agency’s discretion to modify are part of the environmental baseline (50 CFR 402.02).

We incorporate by reference here the *Existing Environment* section of the Biological Report. NMFS also relied on information obtained in NMFS’ Final Coastal Multispecies Recovery Plan (NMFS 2016). The proposed project is located downstream of a large pool at the base of the Fulton Road bridge, over Santa Rosa Creek. Underlying substrate consists primarily of rip-rap with sediment deposits. Little to no floodplain is present. This area does not provide suitable spawning substrate nor rearing habitat, due to lack of instream cover and/or available cobble substrate. Steelhead may forage or disperse through this area; however, more suitable habitat is present further downstream.

The reach of Santa Rosa Creek within the action area, although designated as critical habitat for CCC coho salmon, runs through the highly developed urban areas of the city of Santa Rosa (including an underground stretch through downtown). Santa Rosa Creek currently lacks the physical and biological features necessary to support spawning, growth, or development for CCC coho salmon. There is no known occurrence of coho salmon in Santa Rosa Creek and are therefore not expected to be within the action area.

Rearing habitat for juvenile steelhead within the action area is marginal; primarily due to elevated stream temperatures and fine sediment loading. Overwinter and outmigration habitat conditions are also poor because many of these engineered stream channels lack habitat complexity and velocity refuge and carry a high level of fine sediment (Ritter and Brown 1971, Beach 1996, CDFG 2001). Substrate in the action area lacks clean, loosely compacted, gravel in cool water with highly dissolved oxygen and an inter-gravel flow necessary for spawning. Lack of clean gravel, quality substrate, and high level of fine sediment are the primary factors that make most of the habitat within the action area unsuitable for spawning. However, the action area may be used by steelhead as a migration corridor as they ascend to better suited spawning habitat further upstream.

There are currently no population estimates for steelhead in Santa Rosa Creek. However, due to poor habitat conditions, we expect very low densities within the action area. Critical habitat for CCC steelhead is not designated within the action area.

Under the ESA, “effects of the action” are all consequences to listed species or critical habitat that are caused by the proposed action, including the consequences of other activities that are caused by the proposed action. A consequence is caused by the proposed action if it would not occur but for the proposed action and it is reasonably certain to occur. Effects of the action may occur later in time and may include consequences occurring outside the immediate area involved in the action.

Section 3.4 5 of the Biological Report provides a detailed discussion and comprehensive assessment of the effects of the proposed action and is adopted here. NMFS has evaluated this section and, after our independent, science-based evaluation, we have determined it meets our regulatory and scientific standards. In summary, the temporary and long-term effects of this proposed action are discussed below:

- Temporary reduction in quality of habitat due to loss and disturbance during construction and dewatering activities. These impacts will lead to temporary adverse effects (e.g., reduced growth rates) to juvenile salmonids.
- Permanent habitat impacts due to hardscape (i.e., rip-rap) displace native salmonids and the hardening of the banks will continue to degrade the quality of PBFs of critical habitat that support growth and rearing. These impacts will lead to adverse effects (e.g., reduced growth rates) to juvenile salmonids. Reduced fitness, in turn, is expected to lead to increased injury, harm, or mortality.
- A small number of juvenile CCC steelhead will be captured and relocated; and a portion of these fish may be incidentally killed during dewatering activities.

“Cumulative effects” are those effects of future state or private activities, not involving federal activities, that are reasonably certain to occur within the action area of the federal action subject to consultation (50 CFR 402.02). Future federal actions that are unrelated to the proposed action are not considered in this section because they require separate consultation pursuant to section 7 of the ESA. Cumulative effects in the action area are expected due to continued urban development, agricultural activities, and ranching activities, which will diminish water quality parameters onsite. Cumulative effects originating from activities upstream of the action area will also contribute to diminished water quality or quantity, such as agriculture, water diversion, and urban development. Water diversions contribute to diminished stream flows and warmer water temperatures, while agriculture may increase nutrients and degrade dissolved oxygen or water clarity.

The Integration and Synthesis section is the final step in our assessment of the risk posed to species and critical habitat as a result of implementing the proposed action. In this section, we add the effects of the action to the environmental baseline and the cumulative effects, taking into account the status of the species and critical habitat, to formulate the agency’s biological opinion as to whether the proposed action is likely to: 1) reduce appreciably the likelihood of both the survival and recovery of a listed species in the wild by reducing its numbers, reproduction, or distribution; or 2) appreciably diminish the value of designated or proposed critical habitat as a whole for the conservation of the species.

CCC steelhead have experienced substantial declines from historic levels. A small number (less than 10) of juveniles may be injured or killed during construction, which will occur over 3 to 6 months. NMFS does not expect that the small loss of juveniles would be sufficient to influence future adult returns or contribute to population level effects that could affect the DPS of this ESA-listed salmonid species within Santa Rosa Creek. Marine survival of juveniles is known to be very low, and the loss of juvenile salmonids from their respective populations is less impactful than the loss of adult salmonids.

According to the Biological Report, the proposed in-water work window is “August 1 to November 30”. In order to avoid and minimize impacts to adult steelhead, NMFS’ standard best management practice recommendation for dewatering and in-water work is typically June 15-October 31. However, very few adult steelhead migrate through the action area and those that do would be expected later in the adult steelhead migration season following high flow events (late December through March). Therefore, it is highly unlikely that adult steelhead would be migrating through the action area through November 30.

Both minor temporary, and permanent adverse effects to critical habitat for CCC coho salmon are expected as a result of the proposed Project. The habitat changes resulting from this project are rather small in relation to the size of Santa Rosa Creek and the greater Russian River watershed. The implementation of the proposed project is not expected to appreciably diminish the values of critical habitat as a whole for the conservation of the species, as the action area represents only a small fraction of the critical habitat within the Santa Rosa Creek watershed, which itself is a fraction of the entire designation of critical habitat for CCC coho salmon, within the Russian River watershed, and the greater ESU.

Regarding future environmental variation in the action area, California is likely to be subject to higher average summer air temperatures and lower total precipitation levels. Reductions in the amount of snowfall and rainfall would reduce streamflow levels in North Coast rivers. Estuaries may also experience changes in productivity due to changes in freshwater flows, nutrient cycling, and sediment amounts. For this action, effects of construction activities are minor and mainly temporary. Long-term changes in habitat in the action area would be very small. Thus, the effects of the proposed action are unlikely to combine with the effects of environmental variation in more than a negligible way now or in the future.

After reviewing and analyzing the current status of the listed species and critical habitat, the environmental baseline within the action area, the effects of the proposed action, the effects of other activities caused by the proposed action, and cumulative effects, it is NMFS' biological opinion that the proposed action is not likely to jeopardize the continued existence of CCC steelhead or destroy or adversely modify designated critical habitat for CCC coho salmon.

INCIDENTAL TAKE STATEMENT

Section 9 of the ESA and federal regulations pursuant to section 4(d) of the ESA prohibit the take of endangered and threatened species, respectively, without a special exemption. "Take" is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or to attempt to engage in any such conduct. "Harm" is further defined by regulation to include significant habitat modification or degradation that actually kills or injures fish or wildlife by significantly impairing essential behavioral patterns, including breeding, spawning, rearing, migrating, feeding, or sheltering (50 CFR 222.102). "Harass" is further defined by guidance as to "create the likelihood of injury to wildlife by annoying it to such an extent as to significantly disrupt normal behavioral patterns which include, but are not limited to, breeding, feeding, or sheltering." "Incidental take" is defined by regulation as takings that result from, but are not the purpose of, carrying out an otherwise lawful activity conducted by the federal agency or applicant (50 CFR 402.02). Section 7(b)(4) and section 7(o)(2) provide that taking that is incidental to an otherwise lawful agency action is not considered to be prohibited taking under the ESA if that action is performed in compliance with the terms and conditions of this ITS.

Amount or Extent of Take

In the biological opinion, NMFS determined that incidental take is reasonably certain to occur as summarized below. Measures of incidental take described in this section can be reasonably and reliably measured and monitored, and serve as meaningful reinitiation triggers.

Dewatering and Fish Relocation

NMFS expects take of ESA-listed juvenile CCC steelhead during relocation and dewatering activities within the action area during the proposed work window. All of the juvenile steelhead present within the area being dewatered will be subject to capture, handling and relocation activities, except for a small percent (one percent) who escape capture and perish in the dewatered work areas. In addition, NMFS expects that no more than 2 percent of the juvenile steelhead present within the dewatered areas of Santa Rosa Creek, will be injured, harmed, or

killed during fish relocation activities. If more than 3 percent of the total number of juvenile steelhead in the dewatered areas are harmed, injured, or killed, incidental take will have been exceeded.

Bank Stabilization

NMFS determined that a low level of incidental take of CCC steelhead is reasonably certain to occur due to bank stabilization. The precise number of CCC steelhead that are expected to be incidentally taken resulting from these habitat-related impacts cannot be accurately quantified because: 1) some life-stages of steelhead are relatively small (especially as eggs, alevins, and juveniles); 2) these species live in aquatic environments where visibility is often low, hiding cover is often available, and predators feed; and 3) we cannot precisely predict where and when habitat impacts may affect these species later in their life cycles. Thus, in this circumstance, NMFS cannot provide an accurate amount of take that would be caused by exposure to habitat impaired by bank stabilization, and instead is applying a surrogate to estimate the extent of incidental take. Here, the best available surrogate for the extent of incidental take is related to the spatial extent of habitat lost due to stabilizing the streambank and arresting natural fluvial and geomorphic processes. NMFS will use the length of proposed bank stabilization as a surrogate for the extent of incidental take resulting from stabilizing the streambank. NMFS will, therefore, use the following incidental take surrogate pursuant to 50 CFR 402.14(i)(1)(i).

- The extent of incidental take will, therefore, be considered exceeded if the total distance of stabilized bank exceeds 26 linear feet within the action area, along Santa Rosa Creek.

Effect of the Take

In the biological opinion, NMFS determined that the amount or extent of anticipated take, coupled with other effects of the proposed action, is not likely to result in jeopardy to the species or destruction or adverse modification of critical habitat.

Reasonable and Prudent Measures

“Reasonable and prudent measures” refer to those actions the Director considers necessary or appropriate to minimize the impact of the incidental take on the species (50 CFR 402.02).

1. Undertake measures to ensure that injury and mortality resulting from fish capture, handling, relocation and dewatering activities is low;
2. Ensure construction methods, minimization measures, and monitoring are properly implemented during construction; and
3. Prepare and submit post-construction reports summarizing fish capture and relocation, dewatering, construction activities, passage conditions, and mitigation.

Terms and Conditions

In order to be exempt from the prohibitions of section 9 of the ESA, the federal action agency must comply (or must ensure that any applicant complies) with the following terms and conditions. The Corps or any applicant has a continuing duty to monitor the impacts of incidental take and must report the progress of the action and its impact on the species as specified in this ITS (50 CFR 402.14). If the entity to whom a term and condition is directed does not comply with the following terms and conditions, protective coverage for the proposed action would likely lapse.

1. The following terms and conditions implement reasonable and prudent measure 1:
 - a. The Applicant will retain qualified biologists with expertise in the area of anadromous salmonid biology to conduct fish relocation activities associated with construction and monitor the installation and removal of the coffer dam. The Corps will ensure that all biologists working on the Project are qualified to conduct fish relocation in a manner which minimizes all potential risks to salmonids. Electrofishing, if used, shall be performed by a qualified biologist and conducted according to the NOAA's electrofishing guidelines (NMFS 2000). See: <https://media.fisheries.noaa.gov/dam-migration/electro2000.pdf>.
 - b. Juvenile steelhead will be handled with extreme care and kept in water to the maximum extent possible during rescue activities. All captured fish will be kept in cool, shaded, aerated water protected from excessive noise, jostling, or overcrowding any time they are not in the stream, and fish will not be removed from this water except when released. To avoid predation, the biologist will have at least two containers and segregate young-of-year from larger age classes and other potential aquatic predators. Captured steelhead will be relocated, as soon as possible, to a suitable instream location in which suitable habitat conditions are present to allow for adequate survival of transported salmonids and fish already present.
 - c. The biological monitor will contact NMFS within 24 hours of meeting or exceeding take of listed species prior to project completion. Notify Joshua Fuller by phone at 707-575-6096 or via email to Joshua.Fuller@noaa.gov. This contact acts to review the activities resulting in take and to determine if additional protective measures are required.
2. The following terms and conditions implement reasonable and prudent measure 2:
 - a. The Applicant shall allow any NMFS employee(s) or any other person(s) designated by NMFS, to accompany field personnel to visit the Project site during activities described in this opinion.
3. The following terms and conditions implement reasonable and prudent measure 3:

- a. The Applicant shall provide a written report to NMFS by December 31 after the Project activities occur. The report shall be submitted to the NMFS California Office either by email to the NMFS point of contact, or by mail to 777 Sonoma Avenue, Room 325, Santa Rosa, California 95404. The report shall contain, at a minimum, the following information:
 - i. Fish relocation: A description of the location from which steelhead were removed and the release site, including: photographs, the date and time of the relocation effort, a description of the equipment and methods used to collect, hold, and transport listed salmonids, whether an electrofisher was used for fish collection, a copy of the logbook, the number of fish relocated by species, the number and species of fish injured or killed, a brief narrative of the circumstances surrounding ESA-listed salmonid injuries or mortalities, and a description of any problems which arose during the relocation activities and a statement as to whether or not the activities had any unforeseen effects.
 - ii. Construction related activities: Include the dates construction began and completed; a discussion of any unanticipated effected or unanticipated levels of effects on salmonids, including a description of any and all measures taken to minimize those unanticipated effects and a statement as to whether or not the unanticipated effects had any effect on steelhead; the number of steelhead killed or injured during the Project action; and photographs taken before, during, and after the activity from photo reference points.

Conservation Recommendations

Section 7(a)(1) of the ESA directs federal agencies to use their authorities to further the purposes of the ESA by carrying out conservation programs for the benefit of the threatened and endangered species. Specifically, conservation recommendations are suggestions regarding discretionary measures to minimize or avoid adverse effects of a proposed action on listed species or critical habitat or regarding the development of information (50 CFR 402.02). NMFS does not have any conservation recommendations to suggest.

Reinitiation of Consultation

Under 50 CFR 402.16(a): “Reinitiation of consultation is required and shall be requested by the federal agency where discretionary federal involvement or control over the action has been retained or is authorized by law and: (1) If the amount or extent of taking specified in the incidental take statement is exceeded; (2) If new information reveals effects of the agency action that may affect listed species or critical habitat in a manner or to an extent not previously considered; (3) If the identified action is subsequently modified in a manner that causes an effect to the listed species or critical habitat that was not considered in the biological opinion or written concurrence; or (4) If a new species is listed or critical habitat designated that may be affected by the identified action.”

ESSENTIAL FISH HABITAT RESPONSE

Thank you also for your request for essential fish habitat (EFH) consultation. NMFS reviewed the proposed action for potential effects on EFH pursuant to section 305(b) of the Magnuson-Stevens Fishery Conservation and Management Act (MSA), implementing regulations at 50 CFR 600.920, and agency guidance for use of the ESA consultation process to complete EFH consultation.

Magnuson-Stevens Fishery Conservation and Management Act

Section 305(b) of the MSA directs federal agencies to consult with NMFS on all actions or proposed actions that may adversely affect EFH. Under the MSA, this consultation is intended to promote the conservation of EFH as necessary to support sustainable fisheries and the managed species' contribution to a healthy ecosystem. For the purposes of the MSA, EFH means "those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity", and includes the associated physical, chemical, and biological properties that are used by fish (50 CFR 600.10). Adverse effect means any impact that reduces quality or quantity of EFH, and may include direct or indirect physical, chemical, or biological alteration of the waters or substrate and loss of (or injury to) benthic organisms, prey species and their habitat, and other ecosystem components, if such modifications reduce the quality or quantity of EFH. Adverse effects may result from actions occurring within EFH or outside of it and may include direct, indirect, site-specific or habitat-wide impacts, including individual, cumulative, or synergistic consequences of actions (50 CFR 600.810). Section 305(b) of the MSA also requires NMFS to recommend measures that can be taken by the action agency to conserve EFH. Such recommendations may include measures to avoid, minimize, mitigate, or otherwise offset the adverse effects of the action on EFH (50 CFR 600.905(b)).

EFH Affected by the Proposed Action

We have concluded that EFH designated under the Pacific Coast Salmon Fishery Management Plan (FMP) may be adversely affected by the proposed action. Specific habitats identified in the PFMC (2014) for Pacific coast salmon include habitat areas of particular concern (HAPCs), identified as: 1) complex channels and floodplain habitats; 2) thermal refugia; and 3) spawning habitat. There are no HAPCs within the action area.

Adverse Effects on EFH

NMFS determined the proposed action would adversely affect EFH under the Pacific Coast Salmon FMP due to a temporary disturbance of freshwater habitat. Although adverse effects are anticipated as a result of the proposed action, the proposed minimization, avoidance, and mitigation measures, including best management practices, are sufficient to avoid, minimize, and/or mitigate the anticipated effects. Therefore, NMFS has no additional EFH conservation recommendations to provide at this time. This concludes the EFH consultation.

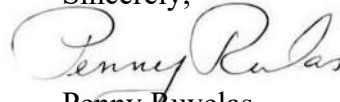
Supplemental Consultation

The Corps must reinitiate EFH consultation with NMFS if the proposed action is substantially revised in a way that may adversely affect EFH, or if new information becomes available that affects the basis for NMFS' EFH conservation recommendations (50 CFR 600. 920(l)).

This letter underwent pre-dissemination review using standards for utility, integrity, and objectivity in compliance with applicable guidelines issued under the Data Quality Act (section 515 of the Treasury and General Government Appropriations Act for Fiscal Year 2001, Public Law 106-554). The biological opinion will be available through NOAA Institutional Repository [<https://repository.library.noaa.gov/welcome>]. A complete record of this consultation is on file at the NMFS Santa Rosa office.

Please direct questions regarding this letter to Joshua Fuller, Joshua.fuller@noaa.gov or 707-575-6096.

Sincerely,



Penny Ruvelas
Assistant Regional Administrator
California Coastal Office

cc: Copy to FRN File #151422WCR2025SR00050

REFERENCES

- Beach, R.F. 1996. The Russian River. An assessment of its condition and governmental oversight. Sonoma County Water Agency.
- CDFG. (California Department of Fish and Game) 2001. Draft Russian River Basin Fisheries Restoration Plan. California Department of Fish and Game, Central Coast Region. Hopland, California.
- NMFS. 2016. Final Coastal Multispecies Recovery Plan. National Marine Fisheries Service, West Coast Region, Santa Rosa, California.
- NMFS. 2024. 2024 5-Year Review: Summary & Evaluation of Central California Coast Steelhead. National Marine Fisheries Service, West Coast Region. 82 pages.
- Ritter, J.R., and W.M. Brown. 1971. Turbidity and suspended-sediment transport in the Russian River basin, California. Open-File Report 72-316 prepared by the U.S. Department of the Interior, Geological Survey, Water Resources Division in cooperation with the U.S. Army Corps. of Engineers, Menlo Park, California. 100 pages.

Sol Ecology. 2020. Biological Resources Report – South Fulton Road Trunk Sewer Replacement Project, Santa Rosa, Sonoma County, CA. Prepared for: Justin Witt, Senior Planner. Prepared by: Dana Riggs, Principal Biologist. August 27, 2020. 68 pp.

SWFSC. 2023. Viability assessment for Pacific salmon and steelhead listed under the Endangered Species Act: Southwest. U.S. Department of Commerce, NOAA Technical Memorandum NMFS-SWFSC-686.

North Coast Regional Water Quality Control Board

June 16, 2024

In the Matter of Water Quality Certification for the Fulton Road Sewer Main Improvements West 3rd to Santa Rosa Creek Project

APPLICANT: City of Santa Rosa, Dan Hennessey
RECEIVING WATER: Santa Rosa Creek
HYDROLOGIC UNIT: Middle Russian River 114.22
COUNTY: Sonoma
FILE NAME: Fulton Road Sewer Main Improvements West 3rd to Santa Rosa
Creek Project; ECM PIN CW-896028; WDID 1B24110WNSO

FINDINGS BY THE EXECUTIVE OFFICER:

1. On August 9, 2024, Justin Witt of Brelje and Race on behalf of Dan Hennessey of the City of Santa Rosa (applicant) filed an application for water quality certification (certification) under section 401 of the Clean Water Act (33 U.S.C. § 1341) with the North Coast Regional Water Quality Control Board (Regional Water Board) for activities associated with the Fulton Road Sewer Main Improvements West 3rd to Santa Rosa Creek Project (project). On September 5, 2024, the application was deemed incomplete. The application was deemed complete on May 16, 2025. The project is located in Santa Rosa Creek where it crosses under Fulton Road in Santa Rosa.
2. **Public Notice:** The Regional Water Board provided public notice of the application pursuant to Title 23, California Code of Regulations, Section 3858 on May 22, 2025, and posted information describing the project on the Regional Water Board's website. No comments were received.
3. **Receiving Waters:** The proposed project will cause disturbances to Santa Rosa Creek in the Middle Russian River Hydrologic Unit 114.22.
4. **Project Description:** The purpose of the project is to address approximately 300 feet of failing sewer pipe that was first installed in 1969 under Santa Rosa Creek just west of the Fulton Road Bridge. The pipe serves 60 homes and the pipe liner has deformed and caused the sewer to become partially obstructed.

The project involves opening a trench through Santa Rosa Creek and placing a new

pipe just west of the failing pipe. An approximately 10-foot wide trench would be excavated through the banks and streambed. Depths would vary from about 25 feet at the top of bank to between 2 and 3 feet below the existing stream bottom. To provide protection of the replacement sewer main, it will be installed within a PVC casing and the void between the sewer main and casing will be grouted. This method will entirely separate the grouting material from water. The trench will then be backfilled and compacted to restore the surface to existing grade.

Rip rap will be placed up to and on top of the concrete encasement and native streambed material removed during excavation would be used to backfill on top of the rip rap to restore the channel bed. Temporary impacts include 0.024 acre for access and trench work, and 0.008 acre for the cofferdam. Permanent impacts total 0.057 acre of replacement rip rap. Permanent and temporary loss of streambank and riparian habitat will be mitigated off site at a 3:1 ratio at Peterson Park on Forestview Creek. Due to stream maintenance activities, on site mitigation is not feasible.

5. **Construction Timing:** The project would begin in the spring or summer of 2025 or 2026 and take approximately 90 working days over 5 months.
6. **Project Impacts:** Permanent impact to the stream include about 0.02 acre of replacement rip rap. Temporary impact to the stream include about 0.008 acre for the cofferdam. Permanent impact to the riparian area and banks above ordinary high water mark (OHWM) are approximately 0.037 acre. Temporary impact through the bank and riparian area is about 0.024 acre for trenching.
7. **Mitigation for Project Impacts:** Off-site mitigation is proposed at a 3:1 ratio to offset 0.089 acre of impact, for a total of 0.267 acre of new riparian habitat at Peterson Park. The riparian restoration will improve native species cover and diversity along the creek bank; improve overall riparian function; improve bank stability and minimize potential for erosion; and remove invasive species.

After clearing invasive species, 52 trees and shrubs will be planted in three planting zones. Planting would occur in February to early March when the ground is still moist. Plants will be irrigated in the dry season for two to three years.

8. **Project Tracking:** It has been determined through regional, state, and national studies that tracking of mitigation and restoration projects must be improved to better assess their performance. In addition, to effectively carry out the state's Wetlands Conservation Policy of no net loss to wetlands, the state needs to closely track both aquatic habitat losses and the success of mitigation and restoration projects. Therefore, this certification requires the Applicant to upload impact totals and mitigation measures to a web-based project tracking system called "EcoAtlas" using the "Project Tracker" form, which can be found here: <http://ptrack.ecoatlas.org>. Instructions and how to request a user name and password are on the Project Tracker website. More information about EcoAtlas is available at: www.ecoatlas.org.

9. **Other Agency Actions:** The Applicant has applied to the United States Army Corps of Engineers for Nationwide Permit 58, *Utility Line Activities*, pursuant to section 404 of the Clean Water Act. The applicant has also submitted a section 1600 Notification of Lake or Streambed Alteration to the California Department of Fish and Wildlife.
10. **CEQA Compliance:** As lead agency, the City of Santa Rosa certified a Mitigated Negative Declaration (SCH 2022060720) on August 3, 2023, pursuant to the requirements of the California Environmental Quality Act (CEQA).
11. **Antidegradation Policy:** The federal antidegradation policy requires that state water quality standards include an antidegradation policy consistent with the federal policy. The State Water Board established California's antidegradation policy in State Water Board Resolution 68-16, which incorporates the federal antidegradation policy where the federal policy applies under federal law. Resolution 68-16 requires that existing high-quality waters be maintained unless degradation is justified under specific provisions. The Regional Water Board's Basin Plan implements, and incorporates by reference, both the state and federal antidegradation policies. This Certification is consistent with applicable federal and state antidegradation policies, as it does not authorize the discharge of increased concentrations of pollutants or increased volumes of treated wastewater and does not otherwise authorize degradation of the waters affected by this project.
12. Notwithstanding any determinations by the U.S. Army Corps or other federal agency made pursuant to 40 C.F.R. section 121.9, dischargers must comply with the entirety of this certification because this discharge is also regulated under State Water Resources Control Board Order 2003-0017-DWQ, *General Waste Discharge Requirements for Dredge and Fill Discharges that have Received State Water Quality Certification*, which requires compliance with all conditions of this water quality certification.
https://www.waterboards.ca.gov/water_issues/programs/cwa401/docs/generalorders/go_wdr401regulated_projects.pdf

Receiving Water: Santa Rosa Creek, in the Middle Russian River 114.22

Permanent Impacts: 0.057 acre

Temporary Impacts: 0.032 acre

Latitude/Longitude: 38.441969°N, 122.769925°W

Certification Expiration: June 16, 2030

Accordingly, based on its independent review of the record, the Regional Water Board certifies that the Fulton Road Sewer Main Improvements West 3rd to Santa Rosa Creek Project (WDID 1B24110WNSO), as described in the application, will comply with

sections 301, 302, 303, 306, and 307 of the Clean Water Act, and with applicable provisions of state law, provided that the applicant complies with the following terms and conditions:

All conditions of this Certification apply to the applicant (and all their employees) and all contractors (and their employees), sub-contractors (and their employees), and any other entity or agency that performs activities or work on the project as related to this water quality certification.

Project-Specific Conditions

1. The Applicant shall implement the *Peterson Park Off-Site Riparian Restoration and Monitoring Plan* dated January 22, 2025, (CCR Title 23 section 3013, section 3861(d), Dredge or Fill Procedures section IV. A.2(d) & B.4).
2. Mitigation success shall be subject to the review and acceptance by Regional Water Board staff and shall not be considered successful until a minimum of five years of monitoring has occurred and survival of mitigation plants exceeds 85%. Plants shall not be considered successful until irrigation has been terminated for a minimum of two years (CCR Title 23 section 3013).
3. Within 30 days of issuance of this Order, the Applicant shall upload Project information to EcoAtlas using the "Project Tracker" form found at <http://ptrack.ecoatlas.org/>. Required information includes a Project map that may either be uploaded to EcoAtlas or created within EcoAtlas by using the "draw polygon" tool (CA Water Code section 13267).
4. The mitigation measures detailed in the Mitigated Negative Declaration (SCH 2022060720) are hereby incorporated by reference and are conditions of approval of this certification. Notwithstanding any more specific conditions in this certification, the applicant shall comply with all mitigation measures identified in the Mitigated Negative Declaration that are within the Regional Water Board's jurisdiction (CA Water Code section 13369, CCR section 3861(d)(2)).

Project Specific Conditions Requiring Reports

5. The Applicant shall submit a frac-out plan at least 14 days prior to construction to demonstrate preparation in the event that the casing cracks or grout spills (CA Water Code section 13267).
6. The applicant shall report on the success of the riparian mitigation for a minimum of five years. Reports shall include a general description of any work performed over the previous year and an evaluation of the restoration area according to the success criteria. The applicant shall send reports to the Regional Water Board by January 31 annually. (CA Water Code section 13267, CCR Title 23 section 3013).

7. Regional Water Board staff shall be notified in writing at least five working days prior to the commencement of ground disturbing activities, with details regarding the construction schedule, in order to allow staff to be present onsite during construction, and to answer any public inquiries that may arise regarding the project (CA Water Code section 13267).

Standard Conditions

8. This certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330 and title 23, California Code of Regulations, section 3867.
9. This certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to title 23, California Code of Regulations, section 3855, subdivision (b) and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
10. The validity of this certification is conditioned upon total payment of any fee required under title 23, California Code of Regulations, section 3833, and owed by the applicant.
11. A fee of \$3,459 was received for the project on August 13, 2024. The complete fee for the project is \$2,985 (Category E, Low Impact Discharges). A form X was submitted for the difference on June 2, 2025 and the applicant will be refunded \$474. This Certification will be subject to annual billing while the project is constructed and monitored, per the fee schedule that is current at the time of annual billing. Currently the annual fee is \$563; the annual fee is expected to increase every year. The fee calculator may be found at: https://www.waterboards.ca.gov/resources/fees/water_quality/docs/dredgefillcalculator.xlsm

Annual fees will be automatically invoiced to the Applicant. **The applicant must notify the Regional Water Board at project and/or mitigation completion with a final report in order to request to terminate annual billing. Notification should be sent to the staff listed at the bottom of this Order and to Northcoast@waterboards.ca.gov.** Regional Water Board staff will verify conditions of the Certification have been met and may request a site visit at that time to confirm status of Project and compliance with this Certification (CCR Title 23, sections 3833(b)(3) and 2200(a)(3), CA Water Code section 13267(c)).

12. This certification does not authorize drafting of surface waters. Any drafting of surface waters shall be in compliance with state water rights law and diversion requirements overseen by the State Water Resources Control Board's Division of

Water Rights (State Board Resolution No. 68-16, 40 CFR Part 131.12 (a)(1), CA Water Code section 13369, CCR section 3861(d)(2)).

13. Only wildlife-friendly, 100 percent biodegradable erosion and sediment control products that will not entrap or harm wildlife shall be used. Erosion and sediment control products shall not contain synthetic (e.g., plastic or nylon) netting. Photodegradable synthetic products are not considered biodegradable. The applicant shall request approval from the Regional Water Board if an exception from this requirement is needed for a specific location (Water Quality Control Plan for the North Coast Region, Section 4.2.1, State Board Resolution No. 68-16).
14. Only 100 percent biodegradable geotextiles shall be used for permanent applications within waters of the state unless explicitly approved for specific purposes in the project design (CCR Title 23 section 3861(d), Water Quality Control Plan for the North Coast Region, Section 4.2.1, State Board Resolution No. 68-16).
15. Best management practices (BMPs) shall be implemented according to the submitted application and the conditions in this certification. BMPs for erosion, sediment, and turbidity control shall be implemented and in place at commencement of, during, and after any ground clearing activities or any other project activities that could result in erosion or sediment discharges to surface water. BMPs shall be immediately available for deployment at all times to prevent discharges to waters of the state (State Board Resolution No. 68-16, 40 CFR Part 131.12 (a)(1), CA Water Code section 13369, CCR section 3861(d)(2)).
16. The applicant is prohibited from discharging waste to waters of the state, unless explicitly authorized by this certification. For example, no debris, soil, silt, sand, bark, slash, sawdust, cement or concrete washings, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature, other than that authorized by this Certification, shall be allowed to enter into or be placed where it may be washed by rainfall into waters of the state. When operations are completed, any excess material or debris shall be removed from the work area (Water Quality Control Plan for the North Coast Region, section 4.2.1).
17. The Applicant is liable and responsible for the proper disposal, reuse, and/or recycling of all Project-generated waste in compliance with applicable state and federal laws and regulations (CA Water Code sections 13271 and 13369, CCR section 3861(d)(2)).
18. The applicant shall provide Regional Water Board staff access to the project site to document compliance with this certification (CA Water Code section 13267(c)).
19. Work in flowing or standing surface waters, unless otherwise proposed in the project description and approved by the Regional Water Board, is prohibited (State Board Resolution No. 68-16, 40 CFR Part 131.12 (a)(1), Water Code section 13369, Water Quality Control Plan for the North Coast Region, section 3.3.16).

20. If, at any time, an unauthorized discharge to surface water (including wetlands, lakes, rivers, or streams) occurs, or any water quality problem arises, the associated project activities shall cease immediately until adequate BMPs are implemented including stopping work. The Regional Water Board shall be notified promptly and in no case more than 24 hours after the unauthorized discharge or water quality problem arises (CA Water Code sections 13385, 13267).
21. All project activities shall be implemented as described in the submitted certification application package and the findings and conditions of this certification. Subsequent project changes that could significantly impact water quality shall first be submitted to Regional Water Board staff for prior review, consideration, and written concurrence. If the Regional Water Board is not notified of a significant alteration to the project, it will be considered a violation of this certification, and the applicant may be subject to Regional Water Board enforcement actions (CA Water Code section 13264).
22. Prior to implementing any change to the project that may be a material change as defined in California Water Code section 13260(c) as a proposed change in character, location, or volume of the discharge, the applicant shall obtain prior written approval of the Regional Water Board Executive Officer. If the Regional Water Board is not notified of the material change to the discharge, it will be considered a violation of this certification, and the applicant may be subject to Regional Water Board enforcement action(s) (CA Water Code section 13264).
23. The applicant shall provide a copy of this Certification and State Water Board Order 2003-0017-DWQ to any contractor(s), subcontractor(s), and utility company(ies) conducting work on the project and shall require that copies remain in their possession at the work site. The applicant shall be responsible for ensuring that all work conducted by its contractor(s), subcontractor(s), and utility companies is performed in accordance with the information provided by the applicant to the Regional Water Board (CA Water Code sections 13170 or 13245).
24. Disturbance or removal of existing vegetation as detailed within the application shall not exceed the minimum necessary to complete the project (State Board Resolution No. 68-16, 40 CFR Part 131.12 (a)(1), Water Code sections 13264 and 13369).
25. Fueling, lubrication, maintenance, storage, and staging of vehicles and equipment shall not result in a discharge or threatened discharge to any waters of the state including dry portions of the creek. At no time shall the applicant or its contractors allow use of any vehicle or equipment that leaks any substance that may impact water quality (State Board Resolution No. 68-16, 40 CFR Part 131.12 (a)(1), Water Code section 13369, Water Quality Control Plan for the North Coast Region, section 3.3.16).
26. The Applicant shall not use leaking vehicles or equipment within state waters or riparian areas. Vehicles and equipment used within state waters shall be checked for

leaks at the beginning of each work day (State Board Resolution No. 68-16, 40 CFR Part 131.12 (a)(1), Water Code section 13369, Water Quality Control Plan for the North Coast Region, section 3.3.16).

27. In the event of any violation or threatened violation of the conditions of this Certification, the violation or threatened violation shall be subject to any remedies, penalties, process or sanctions as provided for under applicable state or federal law. For the purposes of section 401 (d) of the Clean Water Act, the applicability of any state law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Certification. In response to a suspected violation of any condition of this certification, the Regional Water Board may require the holder of any federal permit or license subject to this Certification to furnish, under penalty of perjury, any technical or monitoring reports the Regional Water Board deems appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. In response to any violation of the conditions of this Certification, the Regional Water Board may add to or modify the conditions of this Certification as appropriate to ensure compliance pursuant to Section 13267 of the Porter-Cologne Water Quality Control Act (CA Water Code sections 13385, 13267).
28. The Regional Water Board may add to or modify the conditions of this Certification, as appropriate, to implement any new or revised water quality standards and implementation plans adopted and approved pursuant to the Porter-Cologne Water Quality Control Act or section 303 of the Clean Water Act (CA Water Code section 13330, and CCR title 23 chapter 28, Article 6 commencing with section 3867)
29. In the event of any change in control of ownership of land presently owned or controlled by the applicant, the applicant shall notify the successor-in-interest of the existence of this certification by letter and shall email a copy of the letter to the Regional Water Board (CA Water Code section 13264) at the following email address: NorthCoast@waterboards.ca.gov.

The successor-in-interest shall email the Regional Water Board Executive Officer at: NorthCoast@waterboards.ca.gov to request authorization to discharge dredged or fill material under this certification. The request must contain the following:

- i) Effective date of ownership change;
- ii) Requesting entity's full legal name;
- iii) The state of incorporation, if a corporation;
- iv) The address and phone number of contact person; and
- v) A description of any changes to the Project or confirmation that the successor-in-interest intends to implement the project as described in this certification.

30. Except as may be modified by any preceding conditions, all certification actions are contingent on:

- i) the discharge being limited to and all proposed mitigation being completed in strict compliance with the applicant's Project description (CA Water Code section 13264), and
- ii) compliance with all applicable requirements of the Water Quality Control Plan for the North Coast Region (Basin Plan).

31. The authorization of this certification for any dredge and fill activities expires on June 16, 2030. Conditions and monitoring requirements outlined in this Certification are not subject to the expiration date outlined above and remain in full effect and are enforceable to ensure compliance with water quality objectives adopted or approved under Sections 13170 or 13245 of the CA Water Code.

Conditions 5-7 are requirements for information and reports. Any requirement for a report made as a condition to this certification is a formal requirement pursuant to California Water Code section 13267, and failure or refusal to provide, or falsification of such required report is subject to civil liability as described in California Water Code, section 13268.

If you have any questions or comments, please contact Kaete King of my staff, at (707) 576-2848, or via e-mail at Kaete.King@waterboards.ca.gov.

Valerie Quinto
Executive Officer

Original to: City of Santa Rosa, Attn: Dan Hennessey 69 Stony Circle, Santa Rosa, CA 95404 Dhennessey@srcity.org

cc: State Water Resources Control Board, Stateboard401@waterboards.ca.gov
EPA Region 9, R9cwa401@epa.gov
North Branch Chief, ACOE, CESPN-Regulatory-Info@usace.army.mil
Nick Wagner, CDFW, Nicholas.Wagner@Wildlife.ca.gov
Justin Witt, BRCE, witt@brce.com



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
(707) 428-2002
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
VALERIE TERMINI, Acting Director



January 29, 2026

Daniel Hennessey
City of Santa Rosa
69 Stony Circle
Santa Rosa, California 95401

Dear Daniel Hennessey:

Final Lake or Streambed Alteration Agreement, EPIMS Notification No. EPIMS-SON-51429-R3

Attached is the final Streambed Alteration Agreement (Agreement) for the Fulton Road Sewer Main Improvements, West 3rd Street to Santa Rosa Creek (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW acting as a responsible agency filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the Fulton Road Sewer Main Improvements, West 3rd Street to Santa Rosa Creek Final Initial Study/Mitigated Negative Declaration prepared by the lead agency.

Under CEQA, the filing of an NOD triggers a 30-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this letter, please contact Nick Wagner, Senior Environmental Scientist (Specialist) at (707) 428-2075 or by email at nicholas.wagner@wildlife.ca.gov.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
BAY DELTA REGION
2825 CORDELIA ROAD, SUITE 100
FAIRFIELD, CALIFORNIA, 94534



STREAMBED ALTERATION AGREEMENT
EPIMS-SON-51429-R3
SANTA ROSA CREEK

CITY OF SANTA ROSA
FULTON ROAD SEWER MAIN IMPROVEMENTS, WEST 3RD STREET TO SANTA
ROSA CREEK

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and City of Santa Rosa (Permittee), as represented by Daniel Hennessey.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on August 28, 2024, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The project is located at Santa Rosa Creek in the City of Santa Rosa, California 95401 on Assessor Parcel Number 034-110-078 at Latitude 38.441969°N, Longitude 122.769925°W.

PROJECT DESCRIPTION

The project is limited to the replacement of 160 feet of 8-inch diameter sewer main pipeline below Santa Rosa Creek. The replacement pipeline will be installed via open trench. The trench will be backfilled and approximately 1,000 square feet and 85 cubic yards of rip-rap will be placed over the pipe at a depth of at least 3 feet below the streambed. 861 square feet and 40 cubic yards of native backfill will be placed over the rip-rap to pre-project contours (Exhibit A).

The project will result in 0.06 acre and 32 linear feet of permanent impacts and 0.03 acre and 32 linear feet of temporary impacts to stream habitat. Three riparian trees will be removed.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include:

- Steelhead - central California coast DPS (*Oncorhynchus mykiss irideus* pop. 8), Federal Endangered Species Act (ESA) Threatened, California Species of Special Concern (SSC)
- Pallid bat (*Antrozous pallidus*), SSC
- Northwestern pond turtle (*Actinemys marmorata*), ESA Proposed Threatened, SSC
- White-tailed kite (*Elanus leucurus*), California Fully Protected
- Cooper's hawk (*Accipiter cooperii*), CDFW Watch List
- Bent-flowered fiddleneck (*Amsinckia lunaris*), California Rare Plant Rank 1B.2
- Common roosting bats
- Nesting birds
- Waterfowl
- Common aquatic and terrestrial species
- Aquatic habitat
- Riparian habitat
- Riparian vegetation
- Water quality

The adverse effects the project could have on the fish or wildlife resources identified above include:

- permanent and temporary loss of riparian and open channel habitat
- change in contour of bed, bank, and channel
- change in flow depth, width, or velocity
- change in composition of channel materials
- change in channel cross-section
- loss of bank stability during the project
- soil compaction or other disturbance to soil layer
- restriction or increase in sediment transport
- increase of bank erosion during the project
- increased turbidity
- short term release of contaminants
- disruption to species listed above
- disruption of aquatic and riparian habitat
- colonization by exotic plant species
- loss of aquatic and terrestrial wildlife species
- disruption to nesting birds and other wildlife

- disturbance from project activity

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site with the Permittee at any time to verify compliance with the Agreement
- 1.5 Notify CDFW Prior to Work. The Permittee shall notify CDFW by email at least five working days prior to commencement of covered activities. See contact information below.
- 1.6 No Trespass. To the extent that any provisions of this Agreement provide for activities that require the Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 1.7 Unauthorized Take. The Permittee is required to comply with all applicable State and Federal laws, including CESA and ESA. This Agreement does not authorize the take of any State or Federal endangered or threatened species. Liability for any take or incidental take of such listed species remains the responsibility of the Permittee for the duration of the project. Any unauthorized take of such listed species may result in prosecution and nullification of the Agreement.
- 1.8 Fish Passage. The project shall be in compliance with Fish and Game Code section 5901 and shall not install or maintain any device or contrivance that

prevents, impedes, or tends to prevent or impede, the passing of fish up and down stream.

- 1.9 Designated Representative. Before initiating ground-disturbing project activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this Agreement. The Permittee shall notify CDFW in writing 5 days prior to commencement of project activities of the Designated Representative's name, business address, and contact information. Permittee shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this Agreement.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Work Period. All work shall begin on or after June 15 and all work shall be completed by October 15, with the exception of dewatering work, which shall begin on or after August 1 and shall be completed by October 15. Revegetation work is not limited to this work window but must be completed within the same season as project activities. If more time is needed to complete project activities after October 15 and conditions remain dry, the work period may be modified in writing on a week-by-week basis by a CDFW representative. Requests for a work period extension shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; 4) provide photographs of both the current work completed and the proposed site for continued work; and 5) include an assessment of additional biological impacts as a result of the work extension.
- 2.2 Conduct Work During Daylight Hours. Work is restricted to daylight hours (one hour after sunrise to sunset).
- 2.3 Work According to Documents. Except as they are contradicted by measures required by this Agreement, all work shall be conducted in conformance with the Project description above and the avoidance, minimization, and mitigation measures provided in the notification package.
- 2.4 Work According to Plans. All work shall be completed according to the plans and all associated appendices and attachments submitted to CDFW including the engineering plans titled *Fulton Road Sewer Improvements*, prepared by Breje & Race, dated January 24, 2025 (Exhibit A). If the Permittee finds it necessary to update project plans prior to construction, at least 30 days prior to starting project activities, the updated plans will be emailed to CDFW (see Contact Information section), or if unavailable another CDFW representative, uploaded to EPIMS, and the Permittee shall obtain written approval from CDFW prior to beginning construction activities. At the discretion of CDFW, minor plan modifications may

require an amendment to this Agreement. At the discretion of the CDFW, if substantial changes are made to the original plans this Agreement becomes void and the Permittee shall submit a new notification.

- 2.5 No Equipment or Work in Stream Where Surface Water is Present. No equipment shall be operated and no work shall occur in the portion of the stream where surface water is present or anticipated during the term of this Agreement, except for dewatering activities in accordance with Measures 2.31 through 2.41.

Weather Restrictions

- 2.6 Work in Dry Weather Only. Project activities shall be restricted to dry weather, as allowed during the work period specified in the Work Period measure above. No project activity may begin if its associated erosion control measures cannot be completed prior to the onset of precipitation. Permittee shall monitor the National Weather Service (NWS) 72-hour weather forecast for the project site. (For a weekly forecast see <https://forecast.weather.gov/MapClick.php?lat=38.4381&lon=-122.7125> and for a 48-hour percent precipitation forecast <https://graphical.weather.gov/sectors/northcalifornia.php>, click on QPF in Amount of Precipitation row, toggle +/- 12 hours). Permittee shall stop project activities at least 24 hours prior to the NWS forecast indicating at least a 30 percent chance of at least 0.25-inch of precipitation. All necessary erosion control measures shall be implemented prior to the onset of precipitation. Construction equipment and materials shall be removed if inundation is likely. After any storm event, the Permittee shall inspect all sites under construction and all sites scheduled to begin construction within the next 72 hours for erosion and sediment problems and take corrective action as needed. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Project activities shall not resume until runoff ceases and there is less than a 30 percent chance of precipitation of at least 0.25 inches for the following 24-hour period. Weather forecasts shall be documented upon request by CDFW.

Wildlife and Special-Status Plant Protection

- 2.7 CDFW Approved Qualified Biologist On-site. A Qualified Biologist or Biological Monitor shall be on site daily to monitor compliance with all conditions of this Agreement unless otherwise approved in writing by CDFW. The Qualified Biologist or Biological Monitor shall have the authority to halt project activities, through communication with the Project Manager or their on-site designee, in order to comply with the terms of this Agreement and otherwise avoid impacts to species and or habitats. If the on-site Qualified Biologist or Biological Monitor has requested a work stop due to failure to implement any of the conditions CDFW shall be contacted within 24 hours.
- 2.8 Biologist Approval. At least 30 days prior to starting project activities, the Permittee shall email to CDFW (see Contact Information section), or if unavailable another CDFW representative and upload to EPIMS, the qualifications for the biologist(s)

that shall oversee the implementation of the conditions in this Agreement and conduct surveys or monitoring work using the Biologist Resume Form, (found at <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=202869>), or another format containing the same information. Project activities covered by this Agreement may not commence unless CDFW has approved the proposed biologist(s) in writing. At minimum the CDFW approved Qualified Biologist(s) shall have a minimum of five years of academic training and/or professional experience in biological sciences and related resource management activities with a minimum of two years conducting surveys for each species that may be present within the project area. At minimum, the CDFW approved Biological Monitor(s) shall have a minimum of five years of academic training and professional experience in biological sciences and related resource management activities.

- 2.9 Training Session for Personnel. Permittee shall ensure that a CDFW-approved Qualified Biologist or Biological Monitor conducts an education program for all persons employed on the project prior to performing covered activities. Instruction shall consist of a presentation by the Qualified Biologist or Biological Monitor that includes a discussion of the biology and general behavior of any sensitive species that may be in the area, how they may be encountered within the work area, and procedures to follow when they are encountered. The status of CESA and ESA-listed species, including legal protection, penalties for violations, and project activity-specific protective measures provided in this Agreement shall be discussed. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to on-site project activity. Copies of the Agreement for this project shall be maintained at the worksite with the project supervisor. Permittee, Qualified Biologist, or Biological Monitor shall prepare and distribute wallet-sized cards or a factsheet handout containing this information for workers to carry on-site. Upon completion of the program, employees shall sign an affidavit stating they attended the program and understand all protection measures. These forms shall be filed at the Permittee's office and be available to CDFW upon request.
- 2.10 Western Pond Turtle Surveys. A Qualified Biologist shall conduct a pre-construction survey for the western pond turtle and their nests within 48 hours of the commencement of project activities. If western pond turtle or their nests are detected at any time CDFW shall be notified immediately, and the Qualified Biologist shall relocate the turtle out of harm's way to appropriate habitat within the stream it was found. Turtle nests shall be avoided. The Permittee shall prepare and implement a Western Pond Turtle Habitat Improvement Plan, if western pond turtle or their nests are found, if required and approved by CDFW.
- 2.11 Nesting Bird Surveys. If construction, grading, vegetation removal, or other project-related activities are scheduled during the nesting season, February 1 to August 31, a Qualified Biologist shall conduct a survey for active bird nests within 7 days prior to the beginning of project-related activities. The survey shall consist of include the entire project site and a minimum 500-foot buffer. If inaccessible by

foot, areas within the 500-foot buffer may be surveyed with binoculars or spotting scope at the discretion of CDFW. If a lapse in project-related work of 7 days or longer occurs, another survey shall be conducted before project work can be reinitiated. If an active nest is found during surveys, the Qualified Biologist shall immediately notify the CDFW contact below (see Contact Information section), or if unavailable another CDFW representative, and establish site- and species-specific no-work buffers to ensure the nest is not disturbed. The buffer distances shall be specified to protect the bird's normal behavior to prevent nesting failure or abandonment and comply with Fish and Game Code section 3500 et seq. and the federal Migratory Bird Treaty Act. Abnormal nesting behaviors which may cause reproductive harm include, but are not limited to, defensive flights/vocalizations directed towards project personnel, standing up from a brooding position, and flying away from the nest. The Qualified Biologist shall have authority to order the cessation of all nearby project activities if the nesting birds exhibit abnormal behavior which may cause reproductive failure (nest abandonment and loss of eggs and/or young) until an appropriate buffer is established.

The Qualified Biologist or Biological Monitor shall monitor the behavior of the birds (adults and young, when present) at the nest site to ensure that they are not disturbed by project work. Nest monitoring shall continue during project work until the young have fully fledged (have completely left the nest site and are no longer being fed by the parents), as determined by the Qualified Biologist or Biological Monitor, unless otherwise approved in writing by CDFW.

- 2.12 Roosting Bats. Prior to any tree trimming or removal, a Qualified Biologist shall conduct a habitat assessment for bats, unless otherwise approved in writing by CDFW. The habitat assessment shall be conducted a minimum of 30 to 90 days prior to tree trimming or removal and shall include a visual inspection of potential roosting features (e.g., cavities, crevices in wood and bark, exfoliating bark for colonial species, suitable canopy for foliage roosting species). If roosting habitat is found, these shall be flagged or otherwise clearly marked, CDFW shall be notified immediately, and tree trimming or removal shall not proceed without approval in writing from CDFW. If the presence of bats is presumed or documented, trees may be removed only if: a) presence of bats is presumed, or documented during the surveys described below, in trees with suitable habitat, and tree removal using the two-step removal process detailed below occurs only during seasonal periods of bat activity from approximately September 1 through October 15, or b) after a Qualified Biologist, under prior written approval of the proposed survey methods by CDFW, conducts night emergence surveys or completes visual examination of roost features that establish absence of roosting bats. Two-step tree removal shall be conducted over two consecutive days, as follows: 1) the first day (in the afternoon), under the direct supervision and instruction by a Qualified Biologist or Biological Monitor with experience conducting two-step tree removal, limbs and branches shall be removed by a tree cutter using chainsaws only. Limbs with cavities, crevices or deep bark fissures shall be avoided, and 2) the second day

the entire tree shall be removed. All cuttings shall be left onsite for 48 hours prior to removal or chipping to allow for roosting bats to flush.

- 2.13 Pre-Project Special-Status Plant Habitat Assessment and Surveys. A Qualified Biologist shall conduct a habitat assessment to determine if special status plants may occur on or adjacent to the site. If suitable habitat is present, the Qualified Biologist shall conduct botanical surveys during the appropriate blooming period and conditions for special status plants such as bent-flowered fiddleneck prior to the start of construction. More than one year of surveys may be necessary. Surveys shall be conducted following CDFW's *Protocol for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities* (<https://wildlife.ca.gov/Conservation/Survey-Protocols#377281280-plants>) and include visiting reference populations, unless otherwise approved in writing by CDFW. The habitat assessment and survey reports shall be submitted to CDFW for written approval prior to the start of construction. If any special-status plant species are observed, the project shall fully avoid direct and indirect impacts to all individuals and prepare and implement a CDFW-approved avoidance plan prior to project activities. If full avoidance is not possible, project activities may not commence until the Permittee has consulted with CDFW and obtained CDFW's written approval prior to the start of construction, which may include salvaging topsoil, transplanting individuals, compensatory habitat, or other measures and an amendment to this Agreement. All sensitive plant restoration and planting sites shall be protected and monitored for five years.
- 2.14 Pipes, Hoses, and Similar Structures. All pipes, hoses, or similar structures less than 12 inches in diameter shall be closed or covered to prevent animal entry. All construction pipes or similar structures greater than 2 inches in diameter stored at the project site overnight shall be inspected thoroughly for wildlife before the pipe or similar structure is buried, capped, used, or moved.
- 2.15 Special Status Species Encountered During Work. If Permittee encounters special status species during project activities, work shall be suspended, CDFW notified, and avoidance and minimization measures shall be developed in agreement with CDFW prior to re-initiating the activity.
- 2.16 Wildlife Encounters. If any wildlife is encountered during the course of construction, all work in the immediate area shall cease and the wildlife shall be allowed to leave the construction area unharmed, unless otherwise approved in writing by CDFW. If any listed fish and wildlife are encountered, the Permittee shall contact CDFW immediately.
- 2.17 Trenches and Holes. At the end of each workday all trenches and holes greater than one foot deep shall be completely covered with a material flush with the ground to prevent wildlife from entering. When trenches cannot be fully covered, an escape ramp shall be placed at each end of any constructed open trench to allow any wildlife that may have become entrapped in the trench to climb out

overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than 30 degrees.

- 2.18 Daily Inspections. At the beginning of each workday, a Qualified Biologist or Biological Monitor shall inspect the project area unless otherwise approved in writing by CDFW. If special status species are encountered during project activities, all work shall cease and CDFW shall immediately be notified. Work shall not proceed without written approval from CDFW.

Rock Armoring

- 2.19 Rock Slope Protection - Limitations. Rock slope protection (i.e. riprap) shall not be used for armoring/protecting the bank if any of the following criteria apply:

- Rock slope protection could transfer erosive forces to the opposite bank or another area downstream;
- Rock slope protection would narrow or otherwise constrain the stream channel, limiting passage of peak flows and debris; or
- Installation of the rock would require removal of woody vegetation and/or trees over four inches diameter at breast height (DBH), unless otherwise permitted in this Agreement.

- 2.20 Rock Slope Protection. Permittee shall install angular, energy dissipating rock slope protection that is properly sized to withstand wash out during peak flows. Only clean material such as rock riprap that is free of trash, debris and deleterious material shall be used as bank stabilization. Asphalt shall not be considered an acceptable material.

- 2.21 Fill Voids in Rock Slope Protection. Permittee shall ensure that all voids and spaces within the riprap are filled with smaller rock, gravels, and native soil material, and/or willow cuttings. Cementitious grouts or geotextile linings shall not be used.

Vegetation Protection and Prevention

- 2.22 Habitat Protection. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete the project. Vegetation outside the construction corridor shall not be removed or damaged without prior consultation and approval of a CDFW representative.
- 2.23 Vegetation Marked for Protection. Prior to project activities, the Permittee shall clearly mark all vegetation within the project area that shall be avoided during project activities.

- 2.24 Riparian Tree Protection. **No more than three riparian trees may be removed** unless otherwise approved in writing by CDFW. For each existing tree with a greater than four-inch (DBH) within or adjacent to the work area, a critical root zone shall be established by the Qualified Biologist. The critical root zone shall extend from the trunk to the drip-line (i.e., the outer extent of the tree canopy) of each tree within the project area and shall be flagged or fenced off from work. Protection and avoidance of the critical root zone shall be emphasized during the on-site education program to avoid impacts. If work will be conducted within the root protection zone of a tree, then that tree shall be considered an “impacted tree” and the Permittee or Qualified Biologist shall monitor the tree for signs of mortality as a result of the project. If the tree becomes injured or shows signs of mortality, additional revegetation actions shall be required.
- 2.25 Treat Exposed Areas. All exposed/disturbed areas and access points within the riparian zone left barren of vegetation as a result of the construction activities shall be restored by seeding with a blend of native erosion control grass seed. Seeded areas shall be mulched. Landscape fabric shall not be used. Revegetation shall be completed as soon as possible after construction activities in those areas cease. Seeding placed after October 15 must be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket.
- 2.26 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive exotic plant species. Prohibited exotic plant species include those identified in the California Exotic Pest Plant Council's database, which is accessible at: www.cal-ipc.org/paf/.
- 2.27 Phytophthora. Permittee shall implement measures to avoid using plant stock that may be infected with the plant pathogen *Phytophthora* sp. Measures to avoid contamination with *Phytophthora* sp. may include, but are not limited to, avoiding collection of propagules from 1) known or likely infected areas; 2) during wet conditions; 3) when soil is muddy; or 4) from within 0.5 meters of the soil surface. Measures may also include implementing heat or chemical treatments to collected seeds prior to installation.
- 2.28 Control Invasive Species. Permittee is responsible for monitoring and if needed, eradication of invasive exotic species that may occur within the project area for a minimum of two years following construction. All revegetation efforts shall include local plant materials native to the project area.
- 2.29 Allowable Herbicide. If herbicide use is necessary, only herbicides registered with the California Department of Pesticide Regulation shall be used. All herbicides shall be applied in accordance with regulations set forth by the California Department of Pesticide Regulation and according to labeled instructions. Only herbicides approved for use in aquatic environments are permitted. Care shall be taken to avoid herbicide contact with native vegetation, and it shall only be applied on calm days (wind speed less than 5 miles per hour) to prevent airborne transfer

of herbicide. No herbicides shall be used where threatened or endangered species occur, unless otherwise approved by in writing by CDFW.

- 2.30 Disposal of Vegetation and Debris. All removed vegetation and debris shall be moved outside the ordinary high-water mark prior to inundation by water. All removed vegetation and debris shall be disposed of according to state and local laws and ordinances.

Dewatering

- 2.31 Dewatering and Species Capture and Relocation Plan. Work shall be performed in isolation from the stream. If water is present, Permittee shall submit a dewatering and species capture and relocation plan (plan) to CDFW for review at least 30 days prior to the start of project activities and shall obtain CDFW's written approval of the plan prior to the start of construction. The dewatering plan should consider partial or full stream diversion and dewatering, the use of coffer dams upstream and downstream of the work site, and diversion of all flow from upstream of the upstream dam to downstream of the downstream dam, through a suitably sized pipe. Gravity flow is the preferred method of water diversion. If a pump is used, it shall be operated at the rate of flow that passed through the site. Pumping shall not dewater nor impound water on the upstream side of the coffer dam. Cofferdams shall be constructed as close as practicable upstream and downstream of the work area using clean gravel bags or sandbags wrapped with Visqueen or a similar material. All coffer dam materials shall be removed from the stream upon project completion. Normal flows shall be restored to the creek immediately upon completion of work at that location. If the coffer dams or stream diversion fail, they shall be repaired immediately. Diversion shall be conducted such that water at the downstream end does not scour the channel bed or banks. No other diversion method shall be used without CDFW written authorization. The plan shall also address the capture and relocation of species that may be present in the dewatered area.
- 2.32 Cofferdam Work Period. Cofferdams shall be constructed on or after August 1 and shall be removed by October 15.
- 2.33 Dewater Work Site. Once water has been diverted around the work area the work area shall be dewatered until it is adequately dry. Any muddy or otherwise contaminated water shall be pumped to a settling tank, dewatering filter bag, upland area, or other CDFW-approved location prior to re-entering the stream.
- 2.34 Temporary In-Channel Culvert Design. The design for temporary in-channel culverts shall be passable to fish as required under Fish and Game Code section 5901.
- 2.35 Maintain Aquatic Life. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, Permittee shall allow sufficient

water at all times to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code section 5937.

- 2.36 Screen According to Existing Standards. The inlets of the dewatering pump structure shall be fitted with fish screens meeting the “fry-size” criteria of CDFW and the National Marine Fisheries Service before water is pumped from within the coffer dams (see screening criteria at: <http://swr.nmfs.noaa.gov/hcd/policies.htm>).
- 2.37 Stranded Aquatic Life. The Qualified Biologist shall check daily for stranded aquatic life as the water level in the dewatering area drops. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. This condition does not allow for the take or disturbance of any State listed species, or State listed species of special concern.
- 2.38 Clean Obstruction Only. Any temporary dam or other artificial obstruction constructed by Permittee shall only be built from materials that will cause little or no siltation, such as clean gravels.
- 2.39 Maintain Water Quality. Permittee shall divert flow in a manner that prevents turbidity, siltation, or pollution and provides flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion.
- 2.40 Restore Normal Flows. Permittee shall restore normal flows to the effected stream immediately upon completion of work at that location.
- 2.41 Groundwater Encountered. Nuisance groundwater encountered during excavation within the streambed shall be discharged at a location where it will infiltrate into the soil, resulting in no overland flow. Turbid water shall not be allowed to flow downstream.

Erosion Control and Sediment Control

- 2.42 Erosion Control. At no time shall silt-laden runoff be allowed to enter a river, stream, or lake or directed to where it may enter a river, stream, or lake. Erosion control measures shall be utilized throughout all phases of operation where sediment runoff from exposed slopes threatens to enter a river, stream, or lake. Erosion control measures, such as, silt fences, straw hay bales, gravel or rock lined ditches, water check bars, and broadcasted straw shall be used wherever sediment has the potential to leave the work site and enter the stream.
- 2.43 Excavation. No spoil from excavation shall be placed within the Top-of-Bank. Excavated spoil shall be removed to an area where the sediment will not deliver to a watercourse.

- 2.44 Erosion Control Monitoring. Permittee shall monitor erosion control measures during and after each storm event and repair and/or replace ineffective measures immediately.
- 2.45 Monofilament. Permittee shall not use erosion control materials containing plastic monofilament netting (erosion control matting) or similar material containing netting within the project area due to documented evidence of amphibians and reptiles becoming entangled or trapped in such material. Acceptable substitutes include coconut coir matting or similar.
- 2.46 Disposal and Removal of Materials. All removed spoils and construction debris shall be moved outside the work area prior to inundation by water. Spoil sites shall not be located within the Top-of-Bank or other areas that may be subjected to stream flows, where spoil may be washed back into the stream, or where it may impact streambed habitat, aquatic or riparian vegetation. All removed material shall be disposed of according to state and local laws and ordinances.

Equipment and Leaks

- 2.47 Operating Equipment and Vehicle Leaks. Any equipment or vehicles driven and/or operated adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat.
- 2.48 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders, located adjacent to the stream shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill or leak.
- 2.49 Equipment Storage. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the Top-of-Bank.
- 2.50 Refueling of Equipment. Refueling of construction equipment and vehicles may not occur within 175 feet of any water body, or anywhere that spilled fuel could drain to a water body. Tarps or similar material shall be placed underneath the construction equipment and vehicles, when refueling, to capture incidental spillage of fuels. Equipment and vehicles operating in the project area shall be checked and maintained daily to prevent leaks of fuels, lubricants, or other liquids.

Material Handling and Waste

- 2.51 Stockpiled Materials. Building materials and/or construction equipment shall not be stockpiled or stored where they may be washed into the stream or riparian vegetation. Stockpiles shall be covered when measurable rain is forecasted.

2.52 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or construction debris within the stream, or where it may pass into the stream.

2.53 Pick Up Debris. Permittee shall pick up all debris and waste daily.

2.54 Wash Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter the flowing stream or placed in locations that may be subjected to high storm flows.

Toxic and Hazardous Materials

2.55 Toxic Materials. Any hazardous or toxic materials that could be deleterious to aquatic life that could be washed into the stream shall be contained in watertight containers or removed from the project site.

2.56 Hazardous Materials. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, wildlife, or riparian habitat resulting from the project related activities shall be prevented from contaminating the soil and/or entering the stream.

Spills and Emergencies

2.57 Spill Kits. Prior to entering the work site, all field personnel shall know the locations of spill kits and trained in their appropriate use.

2.58 Spill of Material Deleterious to Fish and Wildlife. In the event of a hazardous materials spill into a stream (e.g., concrete or bentonite), Permittee shall immediately notify the California Office of Emergency Services State Warning Center by calling 1-800-852-7550 and immediately provide written notification to CDFW by email at R3LSA@wildlife.ca.gov. Permittee shall take all reasonable measures to document the extent of the impacts and affected areas including photographic documentation of affected areas, injured fish and wildlife. If dead fish or wildlife are found in the affected area, Permittee shall collect carcasses and immediately deliver them to CDFW. Permittee shall meet with CDFW within ten days of the reported spill in order to develop a resolution including: site clean-up, site remediation and compensatory mitigation for the harm caused to fish, wildlife and the habitats on which they depend as a result of the spill. The Permittee shall be responsible for all spill clean-up, site remediation and compensatory mitigation costs. Spill of materials to waters of the state that are deleterious to fish and wildlife are in violation of Fish and Game Code section 5650 et seq. and are subject to civil penalties for each person responsible. CDFW reserves the right to refer the matter to the District Attorney's Office if a resolution cannot be agreed upon and achieved within a specified timeframe, generally six months from the date of the incident.

2.59 Spill Containment. All activities performed in or near a river, stream, or lake shall have absorbent materials designated for spill containment and cleanup activities on-site for use in an accidental spill. The Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the cleanup activities. CDFW shall be notified by the Permittee and consulted regarding clean-up procedures.

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

3.1 Restoration and Enhancement Plan. At least 30 days prior to the commencement of project activities, the Permittee shall submit a Restoration and Enhancement Plan (Plan) to CDFW for review, and the Project shall obtain CDFW's written approval of the Plan prior to project construction. No project activities shall commence until the Plan is approved in writing by CDFW. The Plan shall detail the restoration and enhancement of 0.18 acre and 96 linear feet of stream or riparian habitat on-site, or off-site as close to the Project site as possible, and within the same watershed to offset permanent impacts, unless otherwise approved in writing by CDFW. The plan shall also describe the onsite restoration of approximately 0.03 acre and 32 linear feet of temporary impacts to stream habitat.

The Plan shall also include monitoring and success criteria (see Measure 3.2). The Plan shall be implemented within the same calendar year as the completion of Project activities unless otherwise approved in writing by CDFW. If planting occurs in a later year, a higher replacement ratio may be required by CDFW to offset the temporal loss of habitat. An amendment to this Agreement or a separate Agreement may be required by CDFW based on the Plan.

The Plan shall also detail replanting to offset the removal of three trees (or any additional trees if approved in writing by CDFW pursuant to Measure 2.24) at the below minimum replacement ratios, unless otherwise approved in writing by CDFW:

- 1:1 replacement for non-native trees;
- 3:1 replacement for trees up to 6-inch DBH
- 6:1 replacement for trees greater than 6-inch DBH;
- 3:1 replacement for oak trees 5 to 8 inches DBH;
- 5:1 replacement for oak trees 8 inches to 16 inches DBH; and
- 15:1 replacement for oak trees greater than 16-inch DBH, which are considered old growth oaks.

Replacement tree plantings shall consist of 5-gallon or greater saplings unless otherwise approved in writing by CDFW, and locally-collected seeds, stakes, or other suitable nursery stock as appropriate, and shall be native species to the area adapted to the lighting, soil, and hydrological conditions at the replanting site. If

acorns are used for oak tree replanting, each planting will include a minimum of three acorns planted at an approximately two-inch depth to minimize predation risk. Large acorns shall be selected for plantings. Replacement oaks shall come from nursery stock grown from locally-sourced acorns, or from acorns gathered locally, preferably from the same watershed in which they are planted.

- 3.2 Vegetation Success. To ensure a successful revegetation effort as required by Measure 3.1, all plants shall be monitored and maintained as necessary for five years. At the end of the five years of monitoring, with at least three years without supplemental irrigation, each category of plantings (e.g., oaks, other trees, shrubs, etc.) shall have a minimum of 85% survival at the end of the minimum monitoring period and plantings shall attain 70% cover after 3 years and 75% cover after 5 years. Survival and cover criteria shall both be required unless the herbaceous or spreading plants cannot be differentiated by individual, in which case only cover success criteria are required.
- 3.3 Irrigation. When supplemental watering is used to establish and maintain plant growth to meet success criteria, irrigation shall be done in the most water efficient manner possible, such as using hand watering, drip/microirrigation or through the use of a time release system.
- 3.4 Revegetation Remediation. If revegetation survival and/or cover requirements do not meet established goals, Permittee is responsible for replacement planting, additional watering, weeding, invasive exotic eradication, or any other practice, to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for five years after planting.
- 3.5 Native Plant Materials Required. Revegetation shall include only local plant materials native to the Project area, unless otherwise approved by CDFW in writing.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Notification Prior to Work. As per Measure 1.5, at least 5 days prior to the start of project activities, Permittee shall notify CDFW that work will commence.
- 4.2 Notification of Designated Representative. As per Measure 1.9, at least 5 days prior to the start of project activities, Permittee shall submit to CDFW the name, business address, and contact information of the Designated Representative.
- 4.3 Biologist Approval. As per Measure 2.8, at least 30 days prior to commencement of project activities covered by this Agreement, the Permittee shall submit to CDFW, for review and approval, the qualifications for the biologist(s) that shall oversee the implementation of the conditions in this Agreement and conduct surveys or monitoring work.

- 4.4 Special-Status Species and Nesting Bird Survey Results. Survey results for special-status species and nesting birds shall be submitted to CDFW prior to the start of work.
- 4.5 Dewatering and Species Capture and Relocation Plan. As per Measure 2.31, at least 30 days prior to commencement of project activities covered by this Agreement, the Permittee shall submit to CDFW, for review and written approval, the Dewatering and Species Capture and Relocation Plan.
- 4.6 Restoration and Enhancement Plan. As per Measure 3.1, at least 30 days prior to the commencement of project activities, a revised Restoration and Enhancement Plan shall be submitted to CDFW for review and written approval.
- 4.7 Re-vegetation Annual Report. The Permittee shall submit an annual status report on the monitoring of planting to CDFW by January 31st of each year for five (5) years. This report shall include the survival, percent cover, and height of both tree and shrub species. The number by species of plants replaced, an overview of the revegetation effort, and the method used to assess these parameters shall also be included. Photos from designated photo stations shall be included.
- 4.8 Photographic Documentation of Work. Prior to commencement of work a minimum of four (4) vantage points that offer representative views of the project site and work areas shall be identified. The Permittee shall photograph the project area from each of the vantage points, noting the direction and magnification of each photo. Upon completion of work, the Permittee shall photograph post-project conditions from the vantage points using the same direction and magnification as pre-project photos. A reference key shall be submitted with the photos describing the location of the photo, the direction of the view, and whether the photo is pre- or post-construction. All photos shall be submitted within 30 days of project conclusion.
- 4.9 Notification to the California Natural Diversity Database. If any listed, rare, or special status species are detected during project surveys or on or around the project site during project activities, the Permittee shall submit CNDDDB Field Survey Forms to CDFW in the manner described at the CNDDDB website (<https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data>) within five working days of the sightings. Copies of such submittals shall also be submitted to the CDFW regional office as specified below.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through Environmental Permit Information Management System (EPIMS) as instructed by CDFW.

To Permittee:

Daniel Hennessey
EPIMS-SON-51429-R3
Fulton Road Sewer Main Improvements, West 3rd Street to Santa Rosa Creek
69 Stony Circle
Santa Rosa, CA 95407
dhennessey@srcity.org

To CDFW:

Department of Fish and Wildlife
Bay Delta Region
EPIMS-SON-51429-R3
Fulton Road Sewer Main Improvements, West 3rd Street to Santa Rosa Creek
R3LSA@wildlife.ca.gov; nicholas.wagner@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that this Agreement authorizes

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety this Agreement if CDFW determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with this Agreement, in accordance with section 723 of title 14 of the California Code of Regulations.

Before CDFW suspends or revokes this Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes this Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code, § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire on December 31, 2029, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

- A. *Fulton Road Sewer Improvements*, prepared by Breje & Rice, dated January 24, 2025

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's EPIMS, the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

EPIMS-SON-51429-R3 - Fulton Road Sewer Main Improvements, West 3rd Street to Santa Rosa Creek

Permit Details

Notification Type: 10147-Notify for Standard Agreement (Cannabis and non-Cannabis)

Notification Type Due Date:

Region: Region 3

Status: Underway

Project Start Date:

Project End:

Contact Information

Primary Contact Information

User Title: Mr. Daniel Richard Hennessey
First Name Middle Name Last Name

User Email*: dhennessey@srcity.org

User Address*: 69 Stony Circle

Santa Rosa California 95407
City State/Province Postal Code/Zip
User Phone*: (707) 543-3807 Ext.
Phone

Organization Information

Organization Name*: City of Santa Rosa

Organization Type*: Local Government

Organization Website: <http://www.srcity.org>

Address*: 69 Stony Circle

SANTA ROSA California Ext. 95401
City State/Province Postal Code/Zip
Phone*: (707) 543-3919 Ext.

Draft Agreement

CDFW Draft Agreement

Date Uploaded	File name	Document
07/07/2025	SON-51429 Draft Agreement_Version 1	SON-51429_Draft Agreement_Version 1.pdf
07/07/2025	Exhibit A	Exhibit A.pdf
11/24/2025	SON-51429 Draft Agreement_Version 2	SON-51429_Draft Agreement_Version 2.pdf

Permittee Response

Date *: 08/01/1901

Draft Agreement Section*: Avoidance and Minimization Measures

Measure Number*: 1.70

Response*:

The City understands that the SAA does not provide take authorization. There is a possibility that juvenile steelhead may occur within residual pools in the dewatered areas that are not able to leave on their own and may require relocation by the qualified project biologist prior to construction. We expect take authorization from NOAA Fisheries associated with the USACE 404 permit for the project. Please clarify if relocation covered by the USACE permit is sufficient or if separate take authorization will be required from CDFW.

Character Limit: 5,000

Date *: 08/01/1901

Draft Agreement Section*: Avoidance and Minimization Measures

Measure Number*: 2.30

Response*:

Draft permit terms indicate there “may be fish passage issues.” We have provided additional requested information during the permit completeness review process to address fish passage. The City requests that specific CDFW fish passage concerns be provided to the City so a strategy to address them can be accomplished as soon as possible.

Character Limit: 5,000

Date *: 08/01/2025

Draft Agreement Section*: Avoidance and Minimization Measures

Measure Number*: 2.14

Response*:

A special-status plant habitat assessment was conducted prior to the CEQA process in 2020. Surveys occurred April 22, May 20, and July 23, 2020. The biological resources report (uploaded to EPIMS in the original application) indicated that: “Two (2) special status plant species, including Sonoma alopecurus (*Alopecurus aequalis* var. *sonomensis*) and western leatherwood (*Dirca occidentalis*), are documented in the region and can be found in riparian scrub and riparian forest (Table 1). However, the potential for these two special status plant species to occur within the Project Site is low. The occurrences of Sonoma alopecurus within the 9 quad CNDDDB database search are associated with freshwater marsh habitat. There is only one occurrence of western leatherwood within the 9 quad search and that occurrence is found in mixed evergreen forest, in the fog belt. Neither species was observed during any of the site surveys which corresponded with the blooming window for Sonoma alopecurus and during a period in which western leatherwood was identifiable. Therefore, it is unlikely that Sonoma alopecurus and western leatherwood occur on the Project Site and are not likely to be affected by the proposed project.”

Because the habitat assessment was already submitted, we request CDFW determine if an additional year of plant surveys is required based on that report’s conclusion that habitat is not present to avoid losing another construction season.

Character Limit: 5,000

Date *: 08/01/2025

Draft Agreement Section*: Avoidance and Minimization Measures

Measure Number*: 2.32

Response*:

We have submitted preliminary dewatering information with the intent that the contractor will develop the final dewatering plan for submittal. We have also submitted a fish management plan. Provision of feedback on those submittals in the near term would be very useful to the City so appropriate specifications can be supplied during the bid process.

Character Limit: 5,000

Date *: 08/01/2025

Draft Agreement Section*: Avoidance and Minimization Measures

Measure Number*: 2.34

Response*:

Conditions 2.34 and 2.42: The City has obtained a permit to discharge dewatering water to the sanitary sewer.

Character Limit: 5,000

Date *: 08/01/2025

Draft Agreement Section*: Compensatory Measures

Measure Number*: 3.10

Response*:

A revised restoration and enhancement plan was submitted through EPIMS during the application completeness review process. Provision of feedback on the restoration and enhancement plan in the near term would assist the City in making any required adjustments and finalizing the plan.

Character Limit: 5,000

Date *: 12/19/2025

Draft Agreement Section*: N/A - Permittee Agrees

Response*:

Permittee agrees with Draft Agreement version and has nothing further to add.

Character Limit: 5,000

Final Agreement (Pending Version - Submitted)

Standard Agreement

This Standard Agreement is being issued to:

Daniel Hennessey

Final Standard Agreement*: SON-51429_Final Agreement.pdf
Open and print the attached PDF file.

Exhibits

Document Description: Exhibit A

Document: Exhibit A.pdf

Concurrence

I am the applicant or I have the authority to sign for the applicant. By my signature, I accept and agree to comply with all the provisions contained herein.

Final Agreement Effective Date: 01/30/2026

Permittee Electronic Signature: Dan Hennessey
First and Last Name

Date Signed: 01/30/2026

Department of Fish and Wildlife

CDFW Electronic Signature : Craig Weightman

CDFW Representative Title: Environmental Program Manager

Date Signed: 01/30/2026

Acting for: No

Status Reports

Amendments & Extension

Acknowledgement and Signature

Site Inspection

Option 1

In the event CDFW determines that a site inspection is necessary, I hereby authorize a CDFW representative to enter the property where the project described in this notification will take place at any reasonable time, and hereby certify that I am authorized to grant CDFW such entry.

**CDFW Personnel Authorized to
Enter Property:**

Option 2

I request CDFW to first contact the person identified below to schedule a date and time to enter the property where the project described in this notification will take place. I understand that this may delay CDFW's determination as to whether a Lake or Streambed Alteration Agreement is required and/or CDFW's issuance of a draft agreement pursuant to this notification.

First Contact this Person to	JW
Schedule Site Visit:	Initial

Electronic Signature

I hereby certify that to the best of my knowledge the information in this notification is true and correct and that I am authorized to sign this notification as, or on behalf of, the applicant.

I Certify*: JW
Initial

I understand that if any information in this notification is found to be untrue or incorrect, CDFW may suspend processing this notification or suspend or revoke any draft or final Lake or Streambed Alteration Agreement issued pursuant to this notification.

I Understand*: JW
Initial

I understand also that if any information in this notification is found to be untrue or incorrect and the project described in this notification has already begun, I and/or the applicant may be subject to civil or criminal prosecution.

I Understand*: JW
Initial

I understand that this notification applies only to the project(s) described herein and that I and/or the applicant may be subject to civil or criminal prosecution for undertaking any project not described herein unless CDFW has been separately notified of that project in accordance with Fish and Game Code section 1602 or 1611.

I Understand*: JW
Initial

Correspondence

Date			
Time Date			
Flag	Type Sent	Sent To	
		From	Subject Message

Date		Time Date		Flag	Type	Sent	Sent To	From	Subject	Message

D te		Time Date					
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						Fish and Wildlife ele signatures must be the Final Agreemen Once the Final Agre Concurrence pages you may begin the p provided you have c necessary local, Sta federal permits or a	

orrespondence (old)

Documents from CDFW

APPENDIX D: MITIGATION MONITORING AND REPORTING PLAN

Fulton Road Sewer Main Improvements, West 3rd Street to Santa Rosa Creek

June 2021 Revised December 2022

Pursuant to Section 21081.6 of the State CEQA Guidelines¹, the mitigation measures listed in this Mitigation Monitoring and Reporting Plan (MMRP) are to be implemented as part of the proposed project. The MMRP identifies the time at which each mitigation measure is to be implemented and the person or entity responsible for implementation. The initials of the designated responsible person will indicate completion of their portion of the mitigation measure. The City of Santa Rosa Transportation and Public Works' (City) project manager's signature on the Certification of Compliance will indicate complete implementation of the MMRP.

The mitigation measures included in the MMRP are considered conditions of approval of the proposed project. The City agrees to implement the mitigation measures proposed in the MMRP. Implementation of the mitigation measures included in the MMRP is expected to avoid, minimize, rectify, reduce, or compensate potentially significant impacts to a less than significant level.

TIME OF IMPLEMENTATION

Project Design:	The mitigation measure will be incorporated into the project conditions of approval plans and specifications prior to approving the project.
Pre-construction:	The mitigation measure will be implemented prior to project construction.
Construction:	The mitigation measure will be implemented during construction.
Post-construction:	The mitigation measure will be implemented or monitored after project construction is complete.

RESPONSIBLE PERSONS AND DEPARTMENTS

The City as Lead Agency will be responsible for overall implementation of the MMRP. The City's project manager will sign off on the mitigation measures included in the MMRP. Periodically, other City staff, consultants or regulatory agencies will be involved in the implementation of specific mitigation measures. In these instances, the staff, department, or agency will be identified in the MMRP.

CERTIFICATION OF COMPLIANCE

The City will be responsible for providing signatures on the Certification of Compliance. The Certification of Compliance is a double-check to ensure that the MMRP was fully implemented.

RECORD KEEPING

The City's project manager will maintain the records of the MMRP. When the MMRP is fully implemented, the original signed copy will be maintained by the City.

¹ California Code of Regulations Title 14.

CERTIFICATION OF COMPLIANCE

Complete the Certification of Compliance after mitigation measures have all been initialed. Use this Certification of Compliance to ensure the full implementation of each mitigation measure.

Project Design

The City's project manager has reviewed the project design, the plans, and the contract special provisions to verify that designated mitigation measures have been incorporated.

Signature & title

Date

Pre-construction

The City's project manager has verified that designated mitigation measures were implemented prior to construction.

Signature & title

Date

Construction

The City's project manager has verified that designated mitigation measures were implemented during construction.

Signature & title

Date

Post-construction

The City's project manager has verified that designated mitigation measures were implemented and/or monitored after completion of construction.

Signature & title

Date

AIR QUALITY

AQ1

The following Feasible Control Measures, as described by the Bay Area Air Quality Management District, shall be implemented during construction to minimize fugitive dust and emissions:

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day or be covered.
- All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
- All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 mph.
- All roadways, driveways, and sidewalks to be paved shall be completed or stabilized as soon as possible. Building slabs shall be poured as soon as possible after grading unless seeding or soil binders are used to stabilize the pad.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.
- A publicly visible sign shall be posted with the telephone number and person to contact at the City regarding dust complaints. This person shall respond and take corrective action within 48 hours. The BBAQMD's phone number shall also be visible to ensure compliance with applicable regulations.

Implementation & Monitoring

Project Design: The City's project manager will verify that the mitigation measure is incorporated into the project plans and specifications prior to issuing final project approvals.

Initials	Date
----------	------

Construction: The City's project manager shall ensure that Mitigation Measure AQ1 is being implemented during construction. Failure to comply shall result in issuance of a stop work order until corrective action has been taken.

Initials	Date
----------	------

BIOLOGICAL RESOURCES

BIO1

~~To avoid impacts to roosting western red bats, any felled trees should be left overnight prior to removal from the site or on-site chipping to allow any bats to exit the roost.~~

Prior to any tree removal, a qualified biologist shall conduct a habitat assessment for bats. The habitat assessment shall be conducted a minimum of 30 to 90 days prior to tree removal and shall include a visual inspection of potential roosting features. (e.g., cavities, crevices in wood and bark, exfoliating bark for colonial species, suitable canopy for foliage roosting species). If suitable habitat trees are found, they shall be flagged or otherwise clearly marked, CDFW shall be notified immediately, and tree trimming or removal shall not proceed without approval in writing from CDFW. Trees may be removed only if: a) presence of bats is presumed, or documented during the surveys described below, in trees with suitable habitat, and removal using the two-step removal process detailed below occurs only during seasonal periods of bat activity from approximately March 1 through April 15 and September 1 through October 15, or b) after a qualified biologist, under prior written approval of the proposed survey methods by CDFW, conducts night emergency surveys or complete visual examination of roost features that establish absence of roosting bats. Two-step tree removal shall be conducted over two consecutive days, as follows: 1) the first day (in the afternoon), under the direct supervision and instruction by a qualified biologist with experience conducting two-step tree removal, limbs and branches shall be removed by a tree cutter using chainsaws only. Limbs with cavities, crevices or deep bark fissures shall be avoided, and 2) the second day the entire tree shall be removed. If a bat roosting or maternity colony cannot be avoided, the project shall prepare and implement a bat mitigation and monitoring plan approved in writing by CDFW.

Implementation & Monitoring

Project Design: The City's project manager will verify that the mitigation measure is incorporated into the project plans and specifications prior to issuing final project approvals.

Initials

Date

Pre-construction: The City's project manager shall ensure that Mitigation Measure BIO1 is implemented prior to construction.

Initials

Date

BIO2

To avoid potential impacts to Yellow-breasted chat and other migratory bird species (nesting birds), to the extent practical, all construction activities should be performed between September 1 and January 31 to be outside the nesting season. If work must be performed during the nesting season (between February 1 and August 31), a pre-construction nesting bird survey shall be performed in all areas within ~~250~~ 500 feet of proposed activities The survey shall be conducted within seven days of construction and whenever a lapse in construction exceeds seven days. If nests are found, an appropriately sized no-disturbance buffer shall be placed around the nest at the direction of the qualified biologist conducting the survey. Buffers shall remain in place until all young have fledged, or the biologist has confirmed that the nest has been naturally predated.

Implementation & Monitoring

Project Design: The City's project manager will verify that the mitigation measure is incorporated into the project plans and specifications prior to issuing final project approvals.

Initials

Date

Pre-construction: The City's project manager shall ensure that Mitigation Measure BIO2 is implemented prior to construction.

Initials

Date

BIO3

To reduce potential harm to Foothill yellow-legged frog and Western pond turtle, the following measures shall be implemented:

- An environmental training shall be provided to all construction workers prior to the start of work. Training shall include a description of all biological resources that may be found on or near the project site, the laws and regulations that protect those resources, the consequences of non-compliance with those laws and regulations, instructions for inspecting equipment each morning prior to activities, and a contact person if protected biological resources are discovered in the project area.
- A pre-construction survey shall be conducted within 48 hours of ground disturbing activities for foothill yellow-legged frog and western pond turtle. If possible, the animal shall be allowed to leave the area on its own.
- A qualified biological monitor shall be present during riparian vegetation removal activities. If either species is found, the animal may be relocated to suitable habitat outside the project area by a CDFW-approved biologist.
- Trenches and holes shall be covered and inspected daily for stranded animals, to the extent possible. Trenches and holes deeper than one foot shall contain escape ramps at a maximum slope of 2:1 to allow trapped animals to escape.
- During project activities, all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following maintenance activities, all trash and maintenance debris shall be removed from work areas.

Implementation & Monitoring

Project Design: The City's project manager will verify that the mitigation measure is incorporated into the project plans and specifications prior to issuing final project approvals.

Initials

Date

Pre-construction: The City's project manager shall ensure that Mitigation Measure BIO3 is implemented prior to construction.

Initials

Date

Construction: The City's project manager shall ensure that Mitigation Measure BIO3 is being implemented during construction. Failure to comply shall result in issuance of a stop work order until corrective action has been taken.

Initials

Date

BIO4

To protect steelhead and Coho salmon that may be present, the following measures shall be implemented:

- The *Fish Management Plan for South Fulton Trunk Sewer Replacement Project, City of Santa Rosa, California* prepared by Hagar Environmental Science, August 2020, shall be implemented.
- All dewatering will be conducted within the ~~NOAA/NMFS~~ CDFW work window of August 1 to ~~November 30~~ October 15. Pumps used in the dewatering process will be fitted with screens not larger than 0.2 inch to prevent the impingement or entrainment of fish species. A qualified fisheries biologist will conduct fish salvage during dewatering operations. Salvaged fish will be relocated to suitable nearby habitat outside the Project Action Area.
- A spill prevention plan will be prepared describing measures to be taken to minimize the risk of fluids or other materials used during construction (e.g., oils, transmission and hydraulic fluids, cement, fuel) from entering streams or contaminating adjacent riparian areas. In addition to a spill prevention plan, a cleanup protocol will be developed before construction begins and will be implemented in case of a spill.

Implementation & Monitoring

Project Design: The City's project manager will verify that the mitigation measure is incorporated into the project plans and specifications prior to issuing final project approvals.

Initials

Date

Pre-construction: The City's project manager shall ensure that Mitigation Measure BIO4 is implemented prior to construction.

Initials

Date

Construction: The City's project manager shall ensure that Mitigation Measure BIO4 is being implemented during construction. Failure to comply shall result in issuance of a stop work order until corrective action has been taken.

Initials

Date

BIO5

The following measures shall be implemented to mitigate for the construction-related loss of riparian habitat:

- A special status plant survey shall be conducted at the appropriate time of year prior to the start of the construction season according to CDFW's 2018 Protocols for Surveying and Evaluating Impacts to Special-Status Native Plant Populations and Natural Communities. The results of the survey shall be provided to CDFW for acceptance.
- Planting within the Santa Rosa Creek channel shall be according to the *Riparian Restoration Plan, ~~South Fulton Trunk Sewer Project~~ Fulton Road Sewer Main Improvements West 3rd St to Santa Rosa Creek, City of Santa Rosa, City of Santa Rosa*, prepared by Sol Ecology September 2020, revised November 2022. The Restoration Plan and any revisions to the Restoration Plan shall be approved in writing by CDFW.
- Prepare re-vegetation and erosion control plans for all graded and disturbed areas to prevent sedimentation to the low flow channel.
- Protect and preserve all healthy native trees as per tree ordinance. When grading for hydraulic capacity requires removal, mitigate all tree removals with replacement of appropriate native species.
- Create a vegetation and tree protection plan. Orange construction fencing shall be placed around all existing riparian vegetation to avoid potential effects to this sensitive vegetation community during construction activities.
- Grading operations shall be confined to smallest work area possible for construction.

Implementation & Monitoring

Project Design: The City's project manager will verify that the mitigation measure is incorporated into the project plans and specifications prior to issuing final project approvals.

Initials _____ Date _____

Pre-construction: The City's project manager shall ensure that Mitigation Measure BIO5 is implemented prior to construction.

Initials _____ Date _____

Construction: The City's project manager shall ensure that Mitigation Measure BIO5 is being implemented during construction. Failure to comply shall result in issuance of a stop work order until corrective action has been taken.

Initials _____ Date _____

Post-construction: The City's project manager shall ensure that post-construction monitoring and reporting requirements specified in the *Riparian Restoration Plan, South Fulton Trunk Sewer Project, City of Santa Rosa* are adhered to.

Initials _____ Date _____

BIO6

The City shall comply with permit terms from USACE (Nationwide Permit 58 under Section 404 of the Clean Water Act), Regional Board (Section 401 Water Quality Certification) and CDFW (Section 1600 Lake and Streambed Alteration Agreement). At a minimum, permit terms shall include in-stream construction methodologies contained in the *In-stream Construction Methodologies Memorandum* contained as Appendix A of the Initial Study.

Implementation & Monitoring

Project Design: The City's project manager will verify that project permit terms are incorporated into the project plans and specifications prior to issuing final project approvals.

Initials _____ Date _____

Pre-construction: The City's project manager shall ensure pre-construction permit terms are implemented.

Initials _____ Date _____

Construction: The City's project manager shall ensure that project terms are being implemented during construction. Failure to comply shall result in issuance of a stop work order until corrective action has been taken.

Initials _____ Date _____

Post-construction: The City's project manager shall ensure that any post-construction permit monitoring and reporting requirements are adhered to.

Initials _____ Date _____

CULTURAL RESOURCES

CR1

The project plans and specifications shall provide that in the event prehistoric-era or historic-era archaeological site indicators are unearthed during the course of grading, excavation and/or trenching, all ground disturbing work in the vicinity of the discovery shall cease and all exposed materials shall be left in place. Prehistoric-era archaeological site indicators could include chipped chert and obsidian tools and tool manufacture waste flakes, grinding implements such as mortars and pestles, and locally darkened soil containing the previously mentioned items as well as fire altered stone and dietary debris such as bone and shellfish fragments. Historic-era archaeological site indicators could include items of ceramic, glass and metal, and features such as structural ruins, wells and pits containing such artifacts. After cessation of excavation, the contractor shall immediately contact the City. The City shall contact a qualified professional archaeologist immediately after the find. Such archaeologist shall conduct an evaluation of significance of the site and assess the necessity for mitigation and contact local Native American tribes, as appropriate. The contractor shall not resume construction activities until authorization to proceed is received from the City.

Implementation & Monitoring

Project Design: The City's project manager will verify that Mitigation Measure CR1 is incorporated into the project plans and specifications prior to issuing final project approvals.

Initials

Date

Construction: The City's project manager shall ensure that Mitigation Measure CR1 is being implemented during construction. Failure to comply shall result in issuance of a stop work order until corrective action has been taken.

Initials

Date

CR2

If human remains are encountered during grading, excavation or trenching, all construction activity shall cease and the contractor shall immediately contact the City and the Sonoma County Coroner's Office. If the remains are determined by the Coroner's Office to be of Native American origin, the Native American Heritage Commission shall be contacted and the procedures outlined in CEQA §15064.5 (d) and (e) shall be implemented by the City or its designee.

Implementation & Monitoring

Project Design: The City's project manager will verify that Mitigation Measure CR2 is incorporated into the project plans and specifications prior to issuing final project approvals.

Initials

Date

Construction: The City's project manager shall ensure that Mitigation Measure CR2 is being implemented during construction. Failure to comply shall result in issuance of a stop work order until corrective action has been taken.

Initials

Date

GEOLOGY & SOILS

GS1

The City shall prepare an erosion control plan for the project. Appropriate BMPs will be implemented by the project to minimize construction-related erosion and runoff. Suggested BMPs include, but are not limited to:

- Schedule construction activities during dry weather. Keep grading operations to a minimum during the rainy season (October 15 through April 15).
- Protect and establish vegetation.
- Stabilize construction entrances and exits to prevent tracking onto roadways.
- Protect exposed slopes from erosion through preventative measures. Cover the slopes to avoid contact with storm water by hydroseeding, applying mulch or using plastic sheeting.
- Install straw wattles and silt fences on contour to prevent concentrated flow. Straw wattles should be buried 3 to 4 inches into the soil, staked every 4 feet, and limited to use on slopes that are no steeper than 3 units horizontal to 1 unit vertical. Silt fences should be trenched 6 inches by 6 inches into the soil, staked every 6 feet, and placed 2 to 5 feet from any toe of slope.
- Designate a concrete washout area to avoid wash water from concrete tools or trucks from entering gutters, inlets or storm drains. Maintain washout area and dispose of concrete waste on a regular basis.
- Establish a vehicle storage, maintenance and refueling area to minimize the spread of oil, gas and engine fluids. Use oil pans under stationary vehicles.
- Protect drainage inlets from receiving polluted storm water through the use of filters such as fabrics, gravel bags or straw wattles.
- Check the weather forecast and be prepared for rain by having necessary materials onsite before the rainy season.
- Inspect all BMPs before and after a storm event. Maintain BMPs on a regular basis and replace as necessary.

Additionally, erosion control measures contained in the applicable permits from the USACE, Regional Board and CDFW shall be incorporated into the project specifications.

Implementation & Monitoring

Project Design: The City's project manager will verify that erosion control measures are incorporated into the project plans and specifications prior to issuing final project approvals.

Initials

Date

Construction: The City's project manager shall ensure that erosion control measures are being implemented during construction. Failure to comply shall result in issuance of a stop work order until corrective action has been taken.

Initials

Date

GS2

The City shall comply with bank stabilization measures contained in the applicable permits from the USACE, Regional Board and CDFW and those measures shall be incorporated into the project specifications. At a minimum, those measures shall include slope protection including the placement of an erosion control blanket and prepared willow cuttings as live stakes:

- Per the recommendation of RGH, once the pipeline has been backfilled per the recommendations presented herein and the requirements of the City of Santa Rosa, the creek bank should be re-established. Creek bank fill should be keyed and benched into the surrounding creek bank face for a distance of at least 5 feet on either side of the trench. Fill should be placed in thin horizontal lifts (approximately 8 inches thick), moisture conditioned to near-optimum moisture content, and compacted to at least 90 percent of the maximum dry density per ASTM test standard D-1557. The fill materials should be free of perishable matter and rocks or lumps over 6 inches in diameter and must be approved by the geotechnical engineer prior to use.
- The erosion control blanket shall be biodegradable with a functional longevity of 24 months. It shall be of consistent thickness and covered on the top and the bottom with biodegradable fiber netting. It shall be capable of withstanding a shear stress of 2.0 psf and flow velocity of 6 fps.
- Live stakes shall be willow cuttings from a healthy, native stand. Cut poles while the plant is dormant. Species shall be Arroyo willow (*Salix lasiolepis*). Species may not be substituted without project biologist's written approval. Live stakes shall be 1-inch to 3-inch in diameter and of sufficient length to reach the ordinary high water level, at approximately 2 feet on center. Stakes shall be pierced through the erosion control blanket. Select the longest, straightest poles available and use only two- to four-year old plants. Strip all but the top two or three side branches from poles. Trim off the terminal bud on top. Cut the bottom end at a 45 degree angle to make a point. Poles and branches shall be trimmed with sharp tools. Soak poles for 5 to 7 days before planting.

Implementation & Monitoring

Project Design: The City's project manager will verify that bank stabilization measures are incorporated into the project plans and specifications prior to issuing final project approvals.

Initials

Date

Construction: The City's project manager shall ensure that bank stabilization measures are being implemented during construction. Failure to comply shall result in issuance of a stop work order until corrective action has been taken.

Initials

Date

Post-construction: The City's project manager shall ensure that bank stabilization measures and any post-construction permit monitoring and reporting requirements are adhered to.

Initials

Date

GS3

The project plans and specifications shall provide that in the event paleontological site indicators are unearthed during the course of grading, excavation and/or trenching, all ground disturbing work in the vicinity of the discovery shall cease and all exposed materials shall be left in place. After cessation of excavation, the contractor shall immediately contact the City. The City shall contact a qualified professional geologist or paleontologist immediately after the find. Such consultant shall conduct an evaluation of significance of the site, and assess the necessity for mitigation. The contractor shall not resume construction activities until authorization to proceed is received from the City.

Implementation & Monitoring

Project Design: The City's project manager will verify that Mitigation Measure GS3 is incorporated into the project plans and specifications prior to issuing final project approvals.

Initials

Date

Construction: The City's project manager shall ensure that that Mitigation Measure GS3 is implemented during construction, if required. Failure to comply shall result in issuance of a stop work order until corrective action has been taken.

Initials

Date

HAZARDS & HAZARDOUS MATERIALS

HM1

The contractor shall be required to follow the provisions of § 5163 through 5167 of the General Industry Safety Orders (California Code of Regulations, Title 8) to protect the project area from being contaminated by accidental release of any hazardous materials.

In general, the Contractor shall maintain awareness of potential signs of soil and groundwater contamination throughout the project limits and shall notify the District immediately upon discovery of any potential soil or groundwater contamination.

If hazardous materials are encountered during construction or occur as a result of an accidental spill, the contractor shall halt construction immediately, notify the City, and implement remediation in accordance with the project specifications and applicable requirements of the Regional Board. Disposal of all hazardous materials shall be in compliance with current California hazardous waste disposal laws.

Implementation & Monitoring

Project Design: The City's project manager will verify that Mitigation Measure HM1 is incorporated into the project plans and specifications prior to issuing final project approvals.

Initials

Date

Construction: The City's project manager shall ensure that that Mitigation Measure HM1 is implemented during construction, if required. Failure to comply shall result in issuance of a stop work order until corrective action has been taken.

Initials

Date

HM2

For portions of the project occurring within the Santa Rosa Creek channel, the City shall adhere to all permit terms contained in the USACE, Regional Board and CDFW permits for such construction. In-stream containment shall, at a minimum, include:

- Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 300 feet of a waterway. The Applicant must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.
- The Applicant shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the Project. The Plan must detail the Project elements, construction equipment types and location, access and staging and construction sequence.
- Raw cement, concrete (or washing thereof), asphalt, drilling fluids, lubricants, paints, coating material, oil, petroleum products, or any other substances which could be hazardous to fish and wildlife resulting from or disturbed by project-related activities, shall be prevented from contaminating the soil and/or entering waters of the United States.
- The discharge of petroleum products, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete, asphalt, paint, coating material, drilling fluids, or other construction-related potentially hazardous substances to surface water and/or soil is prohibited.
- Discharge of unset cement, concrete, grout, damaged concrete spoils, or water that has contacted uncured concrete or cement, or related washout to surface waters, ground waters, or land is prohibited. If concrete washout is necessary at a site, washout containment to prevent any discharge shall be used. Wastewater may only be disposed by delivery to a sanitary wastewater collection system/facility (with authorization from the facility's owner or operator) or a properly licensed disposal or reuse facility.
- The contractor shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering into the channel outside of those structures. No concrete shall be poured within the channel if the 15-day weather forecast indicates any chance of rain greater than 20 percent.
- All cement-based products (concrete, mortar, etc.) poured or applied wet onsite shall be excluded from the wetted channel or areas where they may come into contact with water flow. The product shall be kept moist for 30 days and runoff from the product shall not be allowed to enter the stream. Commercial sealants may be applied to the product surface or mixture where difficulty in excluding flow for a long period may occur. If sealant is used, water shall be excluded from the situ until the sealant is cured.
- At all times when the contractor is pouring or working with wet concrete, there shall be a designated monitor to inspect the containment structures and ensure that no concrete or other debris enters into the channel outside of those structures.

Implementation & Monitoring

Project Design: The City's project manager will verify that in-stream containment measures specified in Mitigation Measure HM2 and any additional permit terms are incorporated into the project plans and specifications prior to issuing final project approvals.

Initials

Date

Construction: The City's project manager shall ensure that in-stream containment measures and permit terms are being implemented during construction. Failure to comply shall result in issuance of a stop work order until corrective action has been taken.

Initials

Date

NOISE

N1

The following measures shall be implemented at the construction site to reduce the effects of construction noise on adjacent residences:

- Noise-generating activities at the construction sites or in areas adjacent to the construction sites associated with the project in any way shall generally be restricted to the hours of 7:00 a.m. to 7:00 p.m. Any work outside of these hours shall require special permission from the City. There should be a compelling reason for permitting construction outside the designated hours.
- The City shall provide notice to all residents within 100 feet of the construction activities at least 48 hours prior to commencing construction. The notice shall include the contact information for the City's noise disturbance coordinator and the anticipated construction schedule.
- All internal combustion engine driven equipment shall be equipped with intake and exhaust mufflers which are in good condition and appropriate for the equipment.
- Unnecessary idling of internal combustion engines shall be strictly prohibited.
- Staging of construction equipment and all stationary noise-generating construction equipment, such as air compressors and portable power generators, shall be staged as far as practical from existing noise sensitive receptors.
- "Quiet" air compressors and other "quiet" stationary noise sources shall be utilized where technology exists.
- Noise from construction workers' radios shall be controlled to the point where radio noise is not audible at existing residences bordering the project site.
- A sign providing contact information for the construction manager shall be posted onsite of construction-related questions/complaints.

Implementation & Monitoring

Project Design: The City's project manager will verify that Mitigation Measure N1 is incorporated into the project plans and specifications prior to issuing final project approvals.

Initials

Date

Construction: The City's project manager shall ensure that Mitigation Measure N1 is being implemented during construction. Failure to comply shall result in issuance of a stop work order until corrective action has been taken.

Initials

Date

RECREATION

R1

The contractor shall develop a bicycle and pedestrian bypass plan for the portion of the Santa Rosa Creek Trail during construction for City review and approval. The plan shall include adequate signage and direction to route bicycle and pedestrian traffic around the construction area and to the detour route. Maps of the bypass route shall be posted at all Santa Rosa Creek Trail access locations impacted by construction. Additionally, Sonoma County Regional Parks requires the following:

- Two weeks prior to starting construction and closing the trail, post temporary and/or detours signs on the trail. The temporary signs shall include information such as the start and end dates of the trail closure.
- The Contractor shall obtain a revocable license agreement from Regional Parks prior to starting construction activity on the northern trail.

Implementation & Monitoring

Project Design: The City's project manager will verify that Mitigation Measure R1 is incorporated into the project plans and specifications prior to issuing final project approvals.

Initials

Date

Pre-construction: The City's project manager shall review and approve the contractor's trail bypass plan and ensure Regional Parks has issued a revocable license prior to construction on the north side.

Initials

Date

Construction: The City's project manager shall ensure that Mitigation Measure R1 is being implemented during construction. Failure to comply shall result in issuance of a stop work order until corrective action has been taken.

Initials

Date

TRANSPORTATION

T1

The contractor shall develop and submit an appropriate Traffic Control Plan (TCP) in accordance with the California Manual of Uniform Traffic Control Devices (MUTCD) for review and approval by the City for all project elements that impact traffic circulation. The TCP shall ensure through traffic access during periods where active construction is not taking place and ensure at least one passable lane of south bound traffic is maintained.

Implementation & Monitoring

Project Design: The City's project manager will verify that Mitigation Measure T1 is incorporated into the project plans and specifications prior to issuing final project approvals.

Initials

Date

Pre-construction: The City's project manager shall review and approve the contractor's traffic management plan.

Initials

Date

Construction: The City's project manager shall ensure that Mitigation Measure T1 is being implemented during construction. Failure to comply shall result in issuance of a stop work order until corrective action has been taken.

Initials

Date

T2

The contractor shall provide advanced notice regarding timing, location and the duration of construction activities to local emergency responders. The contractor shall ensure emergency responders can always have access through the construction area. The contractor shall also ensure that all traffic lanes in Fulton Road are passable or can be immediately made passable in the event of evacuation.

Implementation & Monitoring

Project Design: The City's project manager will verify that Mitigation Measure T2 is incorporated into the project plans and specifications prior to issuing final project approvals.

Initials

Date

Construction: The City's project manager shall ensure that Mitigation Measure T2 is being implemented during construction. Failure to comply shall result in issuance of a stop work order until corrective action has been taken.

Initials

Date

TRIBAL CULTURAL RESOURCES

TCR1

Protection of Archaeological and Tribal Cultural Resources (TCR), and Construction Monitoring: The City shall ensure that an Archaeological and Tribal Cultural Resources Treatment Plan (Treatment Plan) is developed and implemented for the project's Area of Potential Effect (APE). The Treatment Plan shall be reviewed and approved by the City and Federated Indians of Graton Rancheria (FIGR) prior to the start of project construction. The Treatment Plan shall detail recommended steps for protecting, and preserving, archaeological resources and TCRs in the event they are discovered during construction. The Treatment Plan shall include Construction Monitoring and describe Protection and Preservation strategies to ensure that appropriate actions are taken to protect any archaeological resources and TCRs encountered during construction. Construction Monitoring, Protection and Preservation are described in more detail below:

- Construction Monitoring: The City shall ensure that if potential unanticipated archaeological resources or TCRs are uncovered during construction, the contractor shall halt work, and workers shall avoid altering the materials and their context. Project personnel shall not collect cultural materials, examples of which are provided in the following description. Prehistoric archaeological site indicators include: obsidian and chert flakes and chipped stone tools; grinding and mashing implements (e.g., slabs and handstones, and mortars and pestles); bedrock outcrops and boulders with mortar cups; and locally darkened midden soils. Midden soils may contain a combination of any of the previously listed items with the possible addition of bone and shell remains, and fire affected stones. Historic period site indicators generally include: fragments of glass, ceramic, and metal objects; milled and split lumber; and structure and feature remains such as building foundations and discrete trash deposits (e.g., wells, privy pits, dumps).

A program of archaeological and Tribal monitoring shall be instituted for ground-disturbing activities associated with the project's APE. Monitoring shall be performed by a qualified archaeologist and a FIGR Tribal monitor and will consist of directly watching the excavation, grading, trenching, and other earth-moving processes. If archaeological deposits are encountered, the piece of equipment that encounters the suspected materials must be stopped, and the find inspected by the monitoring archaeologist and FIGR Tribal monitor. If the deposit contains Historic Resources, Archaeological Resources, or TCRs as defined by CEQA, all work must be stopped in the immediate vicinity. The City, archaeologist and FIGR will determine if Protection and Preservation is possible, consistent with the Treatment Plan. Work may proceed after a find has been appropriately addressed and a qualified archaeologist and FIGR Tribal representative agree that no further damage would result.

- Protection and Preservation: The preferred treatment of archaeological resources and TCRs is protection and preservation. Protection can be achieved by either avoidance (not developing within the boundaries of an archaeological resource), by covering an archaeological resource with geo-fabric and sufficient fill to protect it during and after construction, or by reducing/restricting development within the boundaries of a resource. Opportunities for Protection and Preservation of resources directly within the pipeline route are limited but shall be implemented, where feasible.
- Consultation: In the event Opportunities for Protection and Preservation are not feasible, the City and FIGR shall engage in good faith consultation and determine appropriate next steps.

Implementation & Monitoring

Project Design: The City's project manager will verify that Mitigation Measure TCR1 is incorporated into the project plans and specifications prior to issuing final project approvals.

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Pre-construction: The City's project manager shall ensure that a Archaeological and Tribal Cultural Resources Treatment Plan has been prepared and approved by FIGR prior to construction.

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Construction: The City's project manager shall ensure that Mitigation Measure TCR1 and the Archaeological and Tribal Cultural Resources Treatment Plan are being implemented during construction. Failure to comply shall result in issuance of a stop work order until corrective action has been taken.

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Date